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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

VICTOR FREEMAN, KENNETH
RIKER, EUGENE SULLIVAN,
SANTOSH AMETI, SHAMMARA
HANNAH, and JULIO ANGULO,
individually and on behalf of others
similarly situated,

Plaintiffs,

vs.

AMERICAN HONDA MOTOR CO.,
INC. and HONDA MOTOR
COMPANY, LTD.,

Defendants.

Case No.: 2:24-cv-09153-HDV-AS

**FIRST AMENDED CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

Plaintiffs Victor Freeman, Kenneth Riker, Eugene Sullivan, Santosh Ameti, Shammara Hannah, and Julio Angulo (collectively “Plaintiffs”) bring this action against Defendants American Honda Motor Co., Inc. and Honda Motor Company, LTD. (“Honda” or “Defendants”). Plaintiffs allege the following based on personal

1 knowledge as to their own facts and upon information and belief and the investigation
2 of counsel as to all other matters.

3 **INTRODUCTION**

4 1. This is a class action lawsuit brought by Plaintiffs on behalf of themselves
5 and a class of current and former Honda vehicle owners and lessees of model years
6 (“MY”) 2018-2021 Honda Odyssey vehicles (the “Class Vehicles” or “Vehicles”).¹

7 2. This action arises from Honda’s failure, despite its longstanding
8 knowledge of this material and manufacturing defect, to disclose to Plaintiffs and other
9 consumers that the Class Vehicles suffer from a defective body seam seal that cracks,
10 fails, and thereby allows water to infiltrate the rear driver’s side panel of the Class
11 Vehicles. The body seam seal, *inter alia*, protects the control module for the power
12 tailgate (i.e. a motorized trunk) from outside elements including water. Thus, when the
13 body seam seal fails, water infiltrates through the defective seal, allowing water to come
14 into contact with the control unit and causes the power tailgate to malfunction and/or
15 fail (the “Sealant Defect” or “Defect”).

16 3. Significantly, a malfunctioning power tailgate opens and closes at random,
17 including when the Class Vehicles are being driven, presenting a serious safety concern.
18 In addition, the power tailgate can fail to either open or close, preventing the owners of
19 the Class Vehicles with access to the trunk and, in the case of a power tailgate failing
20 to close, preventing the Class Vehicles from being safely operated and stranding their
21 owners. As described below, the malfunctioning tailgate can also lead to short circuits
22 and fires, as well as mold growth.

23 4. Not only did Honda actively conceal the fact that the Class Vehicles’ body
24 seam seals were defective (and require costly repairs to fix), it did not reveal that the
25 existence of this defect would diminish the intrinsic and resale value of the Class
26 Vehicles.

27 _____
28 ¹ Plaintiffs reserve the right to amend or add to the vehicle models included in the definition
of Class Vehicles after conducting discovery.

1 5. Honda has long been aware of the Sealant Defect. Despite its longstanding
2 knowledge of this defect, Honda has failed to adequately repair the Class Vehicles when
3 the defect manifests.

4 6. Many owners and lessees of Class Vehicles have communicated with
5 Defendants and their agents to request that Honda remedy and/or address the Sealant
6 Defect and resultant damage at no expense. Defendants have failed and/or refused to do
7 so – often conveying to Class Vehicle owners and lessees that Class Vehicles are
8 operating as intended and therefore cannot be repaired under warranty or otherwise.

9 7. For customers whose Vehicles are within the New Vehicle Limited
10 Warranty period (which extends for the shorter of three years or 36,000 miles), Honda
11 has done nothing to address or correct the Sealant Defect when it manifests in the Class
12 Vehicles.

13 8. Despite notice and knowledge of the Sealant Defect from the numerous
14 consumer complaints it has received, information received from Honda dealerships,
15 pre-sale durability testing, National Highway Traffic Safety Administration
16 (“NHTSA”) complaints, and its own internal records, Honda has not recalled the Class
17 Vehicles to repair the Sealant Defect, offered its customers a suitable repair or
18 replacement free of charge, or offered to reimburse its customers who have incurred
19 out-of-pocket expenses to repair the Sealant Defect.

20 9. As a result of Honda’s unfair, deceptive and/or fraudulent business
21 practices, owners and/or lessees of Class Vehicles, including Plaintiffs, have suffered
22 an ascertainable loss of money and/or property and/or loss in value. The unfair and
23 deceptive trade practices committed by Honda were conducted in a manner giving rise
24 to substantial aggravating circumstances.

25 10. Had Plaintiffs and other Class members known about the Sealant Defect at
26 the time of purchase or lease, they would not have purchased or leased the Class
27 Vehicles, or would have paid substantially less for the Class Vehicles.

11. As a result of the Sealant Defect and the considerable monetary costs associated with attempting to repair such defect, Plaintiffs and other Class members have suffered injury in fact, incurred damages and have otherwise been harmed by Honda's conduct.

12. Accordingly, Plaintiffs bring this action to redress Honda's violations of the California Consumers Legal Remedies Act, California Unfair Competition Law, Florida Deceptive and Unfair Trade Practices Act, Maryland Consumer Protection Act, New Jersey Consumer Fraud Act, Washington Consumer Protection Act, and also to seek recovery for Honda's breach of express warranty, breach of implied warranty, common law fraud, breach of the covenant of good faith and fair dealing and, alternatively, unjust enrichment.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

14. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 because Honda is headquartered in this district, transacts business in this district, is subject to personal jurisdiction in this district, and therefore is deemed to be a citizen of this district. Additionally, Honda has advertised in this district and has received substantial revenue and profits from its sales and/or leases of Class Vehicles in this district; therefore, a substantial part of the events and/or omissions giving rise to the claims occurred, in part, within this district.

15. This Court has personal jurisdiction over Honda because it has conducted substantial business in this judicial district, is headquartered in this district, and intentionally and purposefully placed Class Vehicles into the stream of commerce

1 within the districts of California, Florida, Maryland, New Jersey, Washington, and
2 throughout the United States.

3 **THE PARTIES**

4 **Plaintiff Victor Freeman**

5 16. Plaintiff Victor Freeman is a citizen of the State of Florida and currently
6 resides in Ponte Vedra Beach, Florida.

7 17. In October 2020, Plaintiff Freeman purchased a model year 2021 Honda
8 Odyssey from Honda of the Avenues, an authorized Honda dealership located in
9 Jacksonville, Florida.

10 18. Plaintiff Freeman purchased (and still owns) this vehicle, which is used for
11 personal, family and/or household uses. His vehicle bears Vehicle Identification
12 Number 5FNRL6H77MB008879.

13 19. Prior to purchasing his Class Vehicle, Plaintiff Freeman extensively
14 discussed the features of the vehicle with Honda's sales representatives at Honda of the
15 Avenues, test drove the vehicle, and also reviewed the vehicle's window sticker. None
16 of these sources disclosed the Defect to Plaintiff Freeman.

17 20. On January 16, 2025, when his Odyssey had approximately 30,910 miles
18 on the odometer, the power tailgate started to malfunction. While driving, he observed
19 alerts on his dashboard, including a "vehicle stability assist (VSA) problem" and "anti-
20 lock brake system problem." On January 17, 2025, Plaintiff Freeman brought his Class
21 Vehicle to Honda of the Avenues, but because the dashboard alerts went away, Honda
22 of the Avenues did not inspect the vehicle.

23 21. On January 22, 2025, the dashboard alerts came on again, and Plaintiff
24 Freeman observed that the power tailgate would not open or close. He further observed
25 that the power tailgate would not latch to the body of his Class Vehicle. In the interior
26 of his Class Vehicle, Plaintiff Freeman noticed that the floor mats were wet.

27 22. On January 23, 2025, Plaintiff Freeman brought his Class Vehicle to
28 Honda of the Avenues and requested warranty repairs. Employees at Honda of the

1 Avenues informed Plaintiff Freeman that they found water intrusion coming from the
2 roof body seam and that the power tailgate control module had failed. Honda of the
3 Avenues further informed Plaintiff Freeman that the necessary repairs would not be
4 covered under warranty. Plaintiff Freeman authorized the repair because he needed a
5 safe and working vehicle.

6 23. Plaintiff Freeman paid \$1,930.73 for the necessary repairs.

7 24. On January 31, 2025, Plaintiff Freeman contacted Honda's corporate
8 customer service line to file a claim for a refund/reimbursement. As of the date of this
9 Complaint, Honda has not provided a response or resolution to Plaintiff Freeman's
10 claim.

11 25. Plaintiff Freeman has suffered an ascertainable loss as a result of
12 Defendants' omissions and/or misrepresentations associated with the Sealant Defect,
13 including, but not limited to, out of pocket loss associated with the Sealant Defect and
14 future attempted repairs and diminished value of his vehicle.

15 26. Neither Defendants, nor their agents, dealers or other representatives
16 informed Plaintiff Freeman of the existence of the Sealant Defect prior to purchasing
17 the Class Vehicle. Had Defendants disclosed the Sealant Defect prior to Plaintiff
18 Freeman's purchase, Plaintiff Freeman would not have purchased the vehicle, or would
19 have paid substantially less for it.

20 **Plaintiff Kenneth Riker**

21 27. Plaintiff Kenneth Riker is a citizen of the State of Washington and
22 currently resides in Issaquah, Washington.

23 28. In October 2024, Plaintiff Riker purchased a certified pre-owned model
24 year 2020 Honda Odyssey from AutoNation Honda of Renton, an authorized Honda
25 dealership located in Renton, Washington.

26 29. Plaintiff Riker purchased (and still owns) this vehicle, which is used for
27 personal, family and/or household uses. His vehicle bears Vehicle Identification
28 Number 5FNRL6H73LB064865.

1 30. Prior to purchasing his Class Vehicle, Plaintiff Riker extensively
2 researched the vehicle online, including on Honda's website, CarFax, and Top Car
3 Complaints. Additionally, he test drove the vehicle and discussed the features of the
4 vehicle with Honda's sales representatives at AutoNation Honda of Renton.

5 31. Approximately one week after purchase, when his Odyssey had
6 approximately 53,000 miles on the odometer, the power tailgate started to malfunction.
7 Plaintiff Riker received a dashboard alert stating his Class Vehicle had a "power tailgate
8 error." He was unable to open the power tailgate using the key fob or the button in the
9 interior of the vehicle. Additionally, his Class Vehicle made beeping noises every ten
10 seconds while the vehicle was turned on and running. On at least one occurrence,
11 Plaintiff Riker received a dashboard alert stating that the tailgate was open when it was
12 not. Following these incidents, the power tailgate in Plaintiff Riker's Class Vehicle
13 became permanently stuck and would not unlock.

14 32. In or around November 2024, Plaintiff Riker brought his vehicle to
15 AutoNation Honda of Renton, which diagnosed a power tailgate failure. According to
16 the service record, AutoNation Honda of Renton found water inside the control module,
17 and recommended replacement of the power tailgate control module. AutoNation
18 Honda of Renton informed Plaintiff Riker that the necessary repairs would not be
19 covered under warranty, Plaintiff Riker authorized the repair because he needed a safe
20 and working vehicle.

21 33. Plaintiff Riker paid a \$100 deductible and the remainder of the repair was
22 covered under his Class Vehicle's extended warranty.

23 34. The below images depict Plaintiff Riker's damaged control module:

24 ///

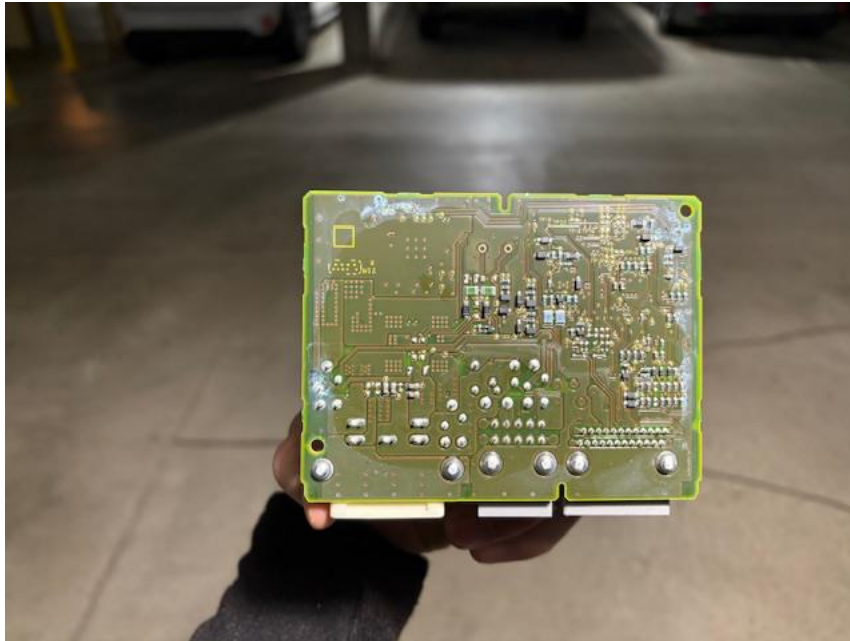
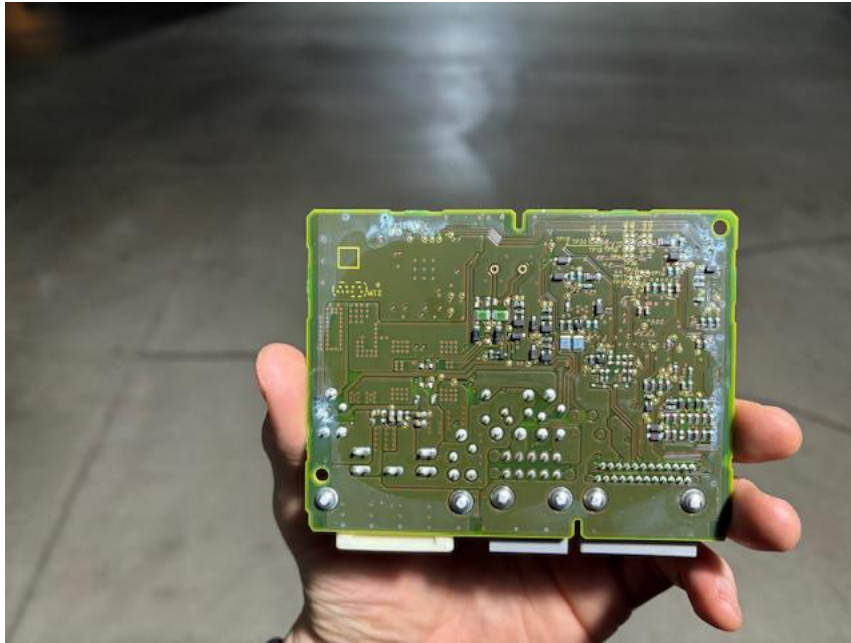
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35. Additionally, the first photo below depicts the power tailgate prior to repair
and the second photo shows the same tailgate after the purported repair:



1 36. Less than two days after AutoNation Honda of Renton performed the
2 necessary repairs, the power tailgate in Plaintiff Riker's Class Vehicle failed again.

3 37. Plaintiff Riker brought his vehicle back to AutoNation Honda of Renton,
4 which informed him that they found a leak in the body of the vehicle which caused
5 water intrusion into the tailgate and into the body of the vehicle. AutoNation Honda of
6 Renton further informed Plaintiff Riker that the necessary repairs would not be covered
7 under warranty. AutoNation Honda of Renton instructed Plaintiff Riker to take his
8 vehicle to a third party body shop for repairs. Plaintiff Riker contacted three different
9 body shops for repairs, and all of them refused to perform the necessary repairs. The
10 body shops informed Plaintiff Riker that it would cost several thousands of dollars just
11 to locate the leak, and even more to repair it. The body shops recommended that Plaintiff
12 Riker perform the repair himself.

13 38. Plaintiff Riker has suffered an ascertainable loss as a result of Defendants'
14 omissions and/or misrepresentations associated with the Sealant Defect, including, but
15 not limited to, out of pocket loss associated with the Sealant Defect and future attempted
16 repairs and diminished value of his vehicle.

17 39. Neither Defendants, nor their agents, dealers or other representatives
18 informed Plaintiff Riker of the existence of the Sealant Defect prior to purchasing the
19 Class Vehicle. Had Defendants disclosed the Sealant Defect prior to Plaintiff Riker's

20 40. purchase, Plaintiff Riker would not have purchased the vehicle, or would
21 have paid substantially less for it.

22 **Plaintiff Eugene Sullivan**

23 41. Plaintiff Eugene Sullivan is a citizen of the State of New Jersey and
24 currently resides in Pennington, New Jersey.

25 42. In or around October 2020, Plaintiff Sullivan purchased a model year 2021
26 Honda Odyssey from Honda of Princeton, an authorized Honda dealership located in
27 Princeton, New Jersey.

28 ///

1 43. Plaintiff Sullivan purchased (and still owns) this vehicle, which is used for
2 personal, family and/or household uses. His vehicle bears Vehicle Identification
3 Number: 5FNRL6H70MB009856.

4 44. Prior to purchasing his Class Vehicle, Plaintiff Sullivan extensively
5 researched the vehicle on Honda's websites. Additionally, he discussed the features of
6 the vehicle with Honda's sales representatives at Honda of Princeton and reviewed the
7 vehicle's window sticker.

8 45. On November 28, 2024, when his Odyssey had approximately
9 46,500 miles on the odometer, the power tailgate started to malfunction. The tailgate
10 would not open when Plaintiff Sullivan pressed the button, nor when he attempted to
11 manually open it. Plaintiff Sullivan had to load the back of his vehicle using the side
12 door. When driving to Thanksgiving dinner, the dashboard of the Class Vehicle
13 displayed an error code related to the power tailgate, and a beeping noise was emanating
14 from the tailgate. The tailgate suddenly flew open, scaring Plaintiff Sullivan and his
15 family. He immediately pulled over to the side of the road as fast as possible. Plaintiff
16 Sullivan attempted to close the power tailgate, but it would not close or latch. Because
17 the power tailgate would not close, exhaust fumes began entering the vehicle.

18 46. On November 29, 2024, Plaintiff Sullivan brought his Class Vehicle to
19 Honda of Princeton. Employees at Honda of Princeton informed Plaintiff Sullivan that
20 the latch had failed and that the necessary repairs would not be covered under warranty.
21 Because Plaintiff Sullivan needed a safe and working vehicle, Plaintiff Sullivan
22 authorized the latch repair. Later that day, Honda of Princeton called Plaintiff Sullivan
23 and informed him that the latch repair had not fixed the issue with power tailgate and
24 that they observed water in the control module, which was the cause of the failure.
25 Because Honda of Princeton previously informed Plaintiff Sullivan that the necessary
26 repairs would not be covered under warranty, Plaintiff Sullivan authorized the repair
27 because he needed a safe and working vehicle.
28

1 47. Plaintiff Sullivan paid a total of \$1,167.93 for both the latch and control
2 module unit repairs.

3 48. When Plaintiff Sullivan retrieved his Class Vehicle from Honda of
4 Princeton after the repairs were performed, Plaintiff Sullivan noticed that employees of
5 Honda of Princeton attempted to prevent water intrusion into the control module with a
6 plastic bag. Plaintiff Sullivan took a picture of the purported “fix,” which is included
7 below:



25 49. Plaintiff Sullivan filed a complaint related to the Defect with the
26 Transportation Security Administration (“TSA”). A TSA representative referred
27 Plaintiff Sullivan to Honda. Honda attributed the Sealant Defect to normal water
28

1 intrusion/damage and declined to reimburse Plaintiff Sullivan for his out-of-pocket
2 expenses.

3 50. Plaintiff Sullivan has suffered an ascertainable loss as a result of
4 Defendants' omissions and/or misrepresentations associated with the Sealant Defect,
5 including, but not limited to, out of pocket loss associated with the Sealant Defect and
6 future attempted repairs and diminished value of his vehicle.

7 51. Neither Defendants, nor their agents, dealers or other representatives
8 informed Plaintiff Sullivan of the existence of the Sealant Defect prior to purchasing
9 the Class Vehicle. Had Defendants disclosed the Sealant Defect prior to Plaintiff
10 Sullivan's purchase, Plaintiff Sullivan would not have purchased the vehicle, or would
11 have paid substantially less for it.

12 **Plaintiff Santosh Ameti**

13 52. Plaintiff Santosh Ameti is a citizen of the State of Washington and
14 currently resides in Bellevue, Washington.

15 53. In or around December 2019, Plaintiff Ameti purchased a model year 2019
16 Honda Odyssey from Honda of Bellevue, an authorized Honda dealership located in
17 Bellevue, Washington.

18 54. Plaintiff Ameti purchased (and still owns) this vehicle, which is used for
19 personal, family and/or household uses. His vehicle bears Vehicle Identification
20 Number: 5FNRL6H71KB091884.

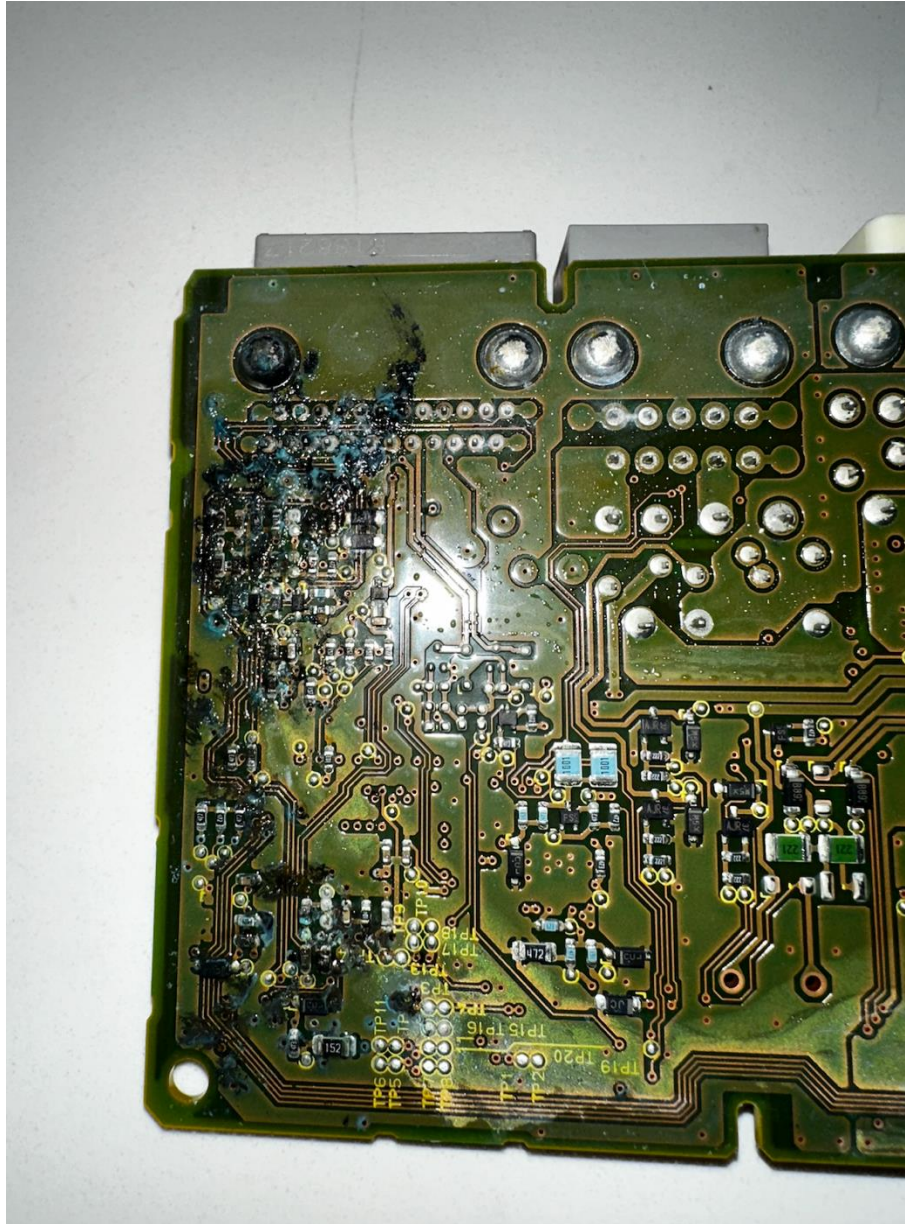
21 55. Prior to purchasing his Class Vehicle, Plaintiff Ameti extensively
22 discussed the features of the vehicle with Honda's sales representatives at Honda of
23 Bellevue and reviewed the vehicle's window sticker.

24 56. In or around October 2024, when his Odyssey had approximately
25 23,000 miles on the odometer, the power tailgate started to malfunction. The tailgate
26 would not open when Plaintiff Ameti pressed the button, nor when he attempted to
27 manually open it. Additionally, the dashboard of the Class Vehicle displayed an error
28

code related to the power tailgate, and a beeping noise was emanating from the tailgate. Plaintiff Ameti further observed water inside the rear of the vehicle.

57. On November 4, 2024, Plaintiff Ameti brought his Class Vehicle to Honda of Bellevue. Employees at Honda of Bellevue informed Plaintiff Ameti that they found evidence of water intrusion on the inside of the control panel, observed the cargo area carpet was soaked with water, and that the circuit board and connectors had been corroded due to water intrusion.

58. Plaintiff Ameti took a picture of the damaged circuit board as a result of the Sealant Defect, which is included below:



1
2 59. Honda of Bellevue informed Plaintiff Ameti that the necessary repairs
3 would not be covered under warranty. Because Plaintiff Ameti needed a safe and
4 working vehicle, Plaintiff Ameti was forced to pay out of pocket for the repairs.

5 60. Plaintiff Ameti paid a total of \$813.13 for the necessary repairs.

6 61. Plaintiff Ameti has suffered an ascertainable loss as a result of Defendants'
7 omissions and/or misrepresentations associated with the Sealant Defect, including, but
8 not limited to, out of pocket loss associated with the Sealant Defect and future attempted
9 repairs and diminished value of his vehicle.

10 62. Neither Defendants, nor their agents, dealers or other representatives
11 informed Plaintiff Ameti of the existence of the Sealant Defect prior to purchasing the
12 Class Vehicle. Had Defendants disclosed the Sealant Defect prior to Plaintiff Ameti's
13 purchase, Plaintiff Ameti would not have purchased the vehicle, or would have paid
14 substantially less for it.

15 **Plaintiff Shammara Hannah**

16 63. Plaintiff Shammara Hannah is a citizen of the State of Maryland and
17 currently resides in Owings Mills, Maryland.

18 64. In 2022, Plaintiff Hannah purchased a certified pre-owned model year
19 2019 Honda Odyssey from Honda of Owings Mills, an authorized Honda dealership
20 located in Garrison, Maryland.

21 65. Plaintiff Hannah purchased (and still owns) this vehicle, which is used for
22 personal, family and/or household uses. Her vehicle bears Vehicle Identification
23 Number: 5FNRL6H76KB114995.

24 66. Prior to purchasing her Class Vehicle, Plaintiff Hannah extensively
25 discussed the features of the vehicle with Honda's sales representatives at Honda of
26 Bellevue and reviewed the vehicle's window sticker.

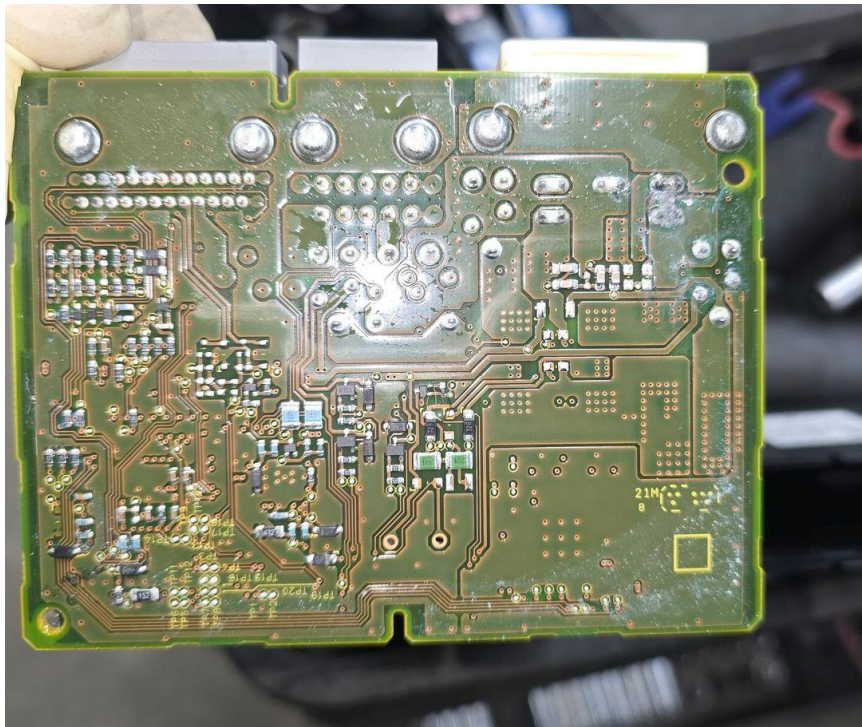
27 67. In or around May 2024, when her Odyssey had approximately
28 53,500 miles on the odometer, the power tailgate started to malfunction. The tailgate

1 would not open when Plaintiff Hannah pressed the button or the keyfob, nor when she
2 attempted to manually open it. Plaintiff Hannah contacted Honda of Owings Mills to
3 report the issue and request a repair. However, she was informed that they would not
4 provide her with a loaner vehicle, which was essential for her and her children. As a
5 result, Plaintiff Hannah had no choice but to seek repairs elsewhere.

6 68. Plaintiff Hannah brought her vehicle to LMW Auto Repair, an auto repair
7 shop located in Randallstown, Maryland. LMW Auto Repair diagnosed a power tailgate
8 failure. Plaintiff Hannah paid a total of \$1,690.62 for the necessary repairs.

9 69. In February 2025, the power tailgate in her Class Vehicle again failed.
10 Plaintiff Hannah observed a “power liftgate failure” alert on the dashboard of her Class
11 Vehicle. Plaintiff Hannah brought her vehicle back to LMW Auto Repair, which found
12 water intrusion in the power liftgate control module unit.

13 70. As shown below, the white-translucent matter on the control module and
14 case represents water damage. The images below depict Plaintiff Hannah’s damaged
15 control module:





1 71. LMW Auto Repair refused to repair the vehicle and recommended that
2 Plaintiff Hannah seek warranty repairs through a Honda dealership. Plaintiff Hannah
3 contacted Honda of Owings Mills but has not received a response as of the date of this
4 Complaint. Plaintiff Hannah contacted Anderson Honda, an authorized Honda
5 dealership located in Cockeysville, Maryland. Anderson Honda refused to perform the
6 necessary repairs and instead instructed Plaintiff Hannah to seek repairs from a local
7 water intrusion company at her expense.

8 72. Plaintiff Hannah contacted Leak Doctors, an auto leak specialist located in
9 Brooklandville, Maryland. Plaintiff Hannah paid a total of \$345 for the necessary
10 repairs.

11 73. Plaintiff Hannah has suffered an ascertainable loss as a result of
12 Defendants' omissions and/or misrepresentations associated with the Sealant Defect,
13 including, but not limited to, out of pocket loss associated with the Sealant Defect and
14 future attempted repairs and diminished value of her vehicle.

15 74. Neither Defendants, nor their agents, dealers or other representatives
16 informed Plaintiff Hannah of the existence of the Sealant Defect prior to purchasing the
17 Class Vehicle. Had Defendants disclosed the Sealant Defect prior to Plaintiff Hannah's
18 purchase, Plaintiff Hannah would not have purchased the vehicle, or would have paid
19 substantially less for it.

20 **Plaintiff Julio Angulo**

21 75. Plaintiff Julio Angulo is a citizen of the State of California and currently
22 resides in Chula Vista, California.

23 76. In January 2019, Plaintiff Angulo purchased a certified pre-owned model
24 year 2018 Honda Odyssey from Mossy Honda, an authorized Honda dealership located
25 in Lemon Grove, California.

26 77. Plaintiff Angulo purchased (and still owns) this vehicle, which is used for
27 personal, family and/or household uses. His vehicle bears Vehicle Identification
28 Number: 5FNRL6H72JB063221.

1 78. Prior to purchasing his Class Vehicle, Plaintiff Angulo extensively
2 discussed the features of the vehicle with Honda's sales representatives at Mossy Honda
3 and reviewed the vehicle's window sticker.

4 79. On February 1, 2023, when his Odyssey had approximately 44,376 miles
5 on the odometer, the power tailgate started to malfunction. The tailgate would not open
6 when Plaintiff Angulo pressed the button, nor when he attempted to manually open it.
7 Plaintiff Angulo brought his vehicle to Chula Vista Honda, an authorized Honda
8 dealership located in Chula Vista, California. Chula Vista Honda diagnosed a power
9 tailgate failure and informed Plaintiff Angulo that the necessary repairs would not be
10 covered under warranty. Plaintiff Angulo declined the repairs and elected to repair the
11 power tailgate himself.

12 80. Plaintiff Angulo purchased the necessary parts from Chula Vista Honda.
13 Plaintiff Angulo paid approximately \$400 for the parts.

14 81. Plaintiff Angulo has suffered an ascertainable loss as a result of
15 Defendants' omissions and/or misrepresentations associated with the Sealant Defect,
16 including, but not limited to, out of pocket loss associated with the Sealant Defect and
17 future attempted repairs and diminished value of his vehicle.

18 82. Neither Defendants, nor their agents, dealers or other representatives
19 informed Plaintiff Angulo of the existence of the Sealant Defect prior to purchasing the
20 Class Vehicle. Had Defendants disclosed the Sealant Defect prior to Plaintiff Angulo's
21 purchase, Plaintiff Angulo would not have purchased the vehicle, or would have paid
22 substantially less for it.

23 **Defendants**

24 83. Defendants American Honda and Honda Motor Company are automobile
25 design, manufacturing, distribution, and/or servicing corporations doing business
26 within the United States. Furthermore, Defendants design, manufacture, distribute,
27 market, service, repair, sell and lease passenger vehicles, including the Class Vehicles.
28

84. Defendant Honda Motor Company, Ltd., 2-1-1, Minami-Aoyama, Minato-ku, Tokyo 107-8556, Japan is an automobile design, manufacturing, sale, leasing, distribution, and servicing corporation organized under the laws of Japan. Honda Motor Company is the parent corporation of American Honda.

85. American Honda has its principal place of business at 1919 Torrance Boulevard, Torrance, California 90501-2746.

86. Upon information and belief, Defendant Honda Motor Company communicates with Defendant American Honda concerning virtually all aspects of the Honda products it distributes within the United States.

87. Upon information and belief, the design, manufacture, distribution, service, repair, modification, installation and decisions regarding the body seam seals within the Class Vehicles were performed exclusively by Defendants.

88. Upon information and belief, the design, manufacture, distribution, service, repair, modification, installation and decisions regarding the body seam seals within the Class Vehicles were performed exclusively by Honda.

89. Upon information and belief, Honda develops the owner's manuals, warranty booklets and information included in maintenance recommendations and/or schedules for the Class Vehicles.

90. Defendants American Honda and Honda Motor Company engage in continuous and substantial business in California.

TOLLING OF STATUTES OF LIMITATION

91. Any applicable statute(s) of limitations has been tolled by Honda's knowing and active concealment and denial of the facts alleged herein. Plaintiffs and members of the Class could not have reasonably discovered the true, latent defective nature of the Sealant Defect until shortly before this class action litigation was commenced.

92. Honda was and remains under a continuing duty to disclose to Plaintiffs and members of the Class the true character, quality and nature of the Class Vehicles

1 and that they will require costly repairs and diminishes the resale value of the Class
2 Vehicles. As a result of the active concealment by Honda, any and all applicable statutes
3 of limitations otherwise applicable to the allegations herein have been tolled.

4 **FACTUAL ALLEGATIONS**

5 **A. The Sealant Defect within the Class Vehicles.**

6 93. The Class Vehicles, like many modern automobiles, feature a unibody
7 construction, which serves as the structural foundation of the vehicle. Unlike a body-
8 on-frame construction where the body sits atop the frame, in a unibody construction the
9 body and frame are considered one unit, and typically incorporate the body, floorboards,
10 and structural elements in one large structure. An exemplar image of a unibody
11 construction is included below:



24 94. During assembly, various panels and components are affixed to the frame,
25 such as the body panels, through mounting points within the frame.

26 95. A body seam is the joint or connection point within which body panels or
27 components meet. Examples of seams throughout modern automobiles are where the
28 doors meet the body of the car and where the roof connects to the side panels.

1 96. In order to fill in any gaps between the body frame and the various panels
2 affixed to the frame, a sealant is applied. The sealant is applied to prevent water, dust,
3 air, or other substances or particulates from entering the interior of the vehicle while it
4 is being operated.

5 97. Most modern automobiles, including the Class Vehicles, utilize a
6 polyurethane sealant. Polyurethane refers to a polymer that combines polyols (alcohols
7 with multiple hydroxyl groups) with isocyanates to form a polymer. Polyurethane seals
8 are often used in automotive applications because, in addition to preventing water
9 infiltration, they also absorb vibrations and reduce noise on the interior of the vehicle.
10 Polyurethane is also flexible, which allows for slight movements between the panels
11 without compromising the seal.

12 98. The polyurethane seals on the Class Vehicles, however, suffer from one or
13 more manufacturing and/or design defects that cause them to crack and fail and allow
14 water to infiltrate the interior of the Class Vehicles.

15 99. Specifically, the polyurethane seals on the Class Vehicles fail due to a
16 combination of manufacturing variability and inadequate surface preparation.

17 100. Manufacturing variability refers to inconsistencies in the application of the
18 seal during the manufacturing process. Specifically, the seals are improperly cured.
19 Curing is the process by which a sealant hardens and develops its final properties after
20 application, and involves the chemical reaction between the components of the sealant.
21 In the case of polyurethane sealing, it is the reaction between the polyols and
22 isocyanates, which creates urethane linkages. Moisture-curing is often used, which
23 exposes the seal to humidity to complete the curing process. As the seal cures, it is
24 converted from a viscous liquid into a flexible, durable solid.

25 101. Properly curing a polyurethane seal is imperative to ensure that it performs
26 effectively and does not prematurely fail.

27 ///

28 ///

1 102. The Class Vehicles' body seam seals are defective because they are
2 improperly cured. Improper curing is a manufacturing defect whereby the curing
3 process yields weak spots that are subject to premature failure.

4 103. The Class Vehicles' body seam seals are also defective due to inadequate
5 surface preparation due to debris remaining on the seam through the manufacturing
6 process. In order to form a seal, the body seam must be sufficiently clean and prepped
7 before sealing. If debris remains from the manufacturing process, it will prevent the
8 sealant from properly adhering to the body, causing the sealant to peel, lift, and/or crack.

9 104. Together, the improper curing of the sealant and the inadequate surface
10 preparation cause the polyurethane body seam seals to crack and fail under normal and
11 foreseeable use. When the Defect manifests, it allows water to infiltrate the body seam
12 and into the interior of the vehicle.

13 105. In addition, due to the unibody construction, there is significant flexing in
14 the area where the body seam seal is subject to premature failure, which the seal is
15 unable to compensate for.

16 106. The seal most commonly fails at the top of the body seam on the driver's
17 side near the back passenger window. Importantly, the tailgate control module also sits
18 within the interior of the rear trunk panel, which is in close proximity to the failed seam
19 seal. Once water infiltrates the body seam, it progresses through the panel of the vehicle
20 until it reaches the tailgate control module.

21 107. The tailgate control module is an electronic component that is responsible
22 for the operation of the tailgate, which includes opening it, closing it, and locking it.
23 The module communicates with the Class Vehicles' other electrical components and
24 sensors that detect whether it is open or closed, or whether obstructions are detected
25 that would prevent the safe operation of the power tailgate.

26 108. When water comes into contact with the tailgate control module, it causes
27 the module to malfunction in a variety of ways. First, water exposure can cause short
28 circuits within the electrical components, leading to malfunctioning of the tailgate

1 control (e.g., a short circuit can cause the tailgate to improperly open or close without
2 any input from the operator of the Class Vehicle). Second, water exposure can cause
3 corrosion, which degrades the performance of the module over time, and eventually will
4 cause the total failure of the module, meaning the power liftgate will be rendered
5 entirely inoperable.

6 109. Once the Sealant Defect manifests, authorized Honda dealerships
7 recommend the replacement of the tailgate control module. Because this does not
8 remedy the root cause of the Sealant Defect, it is only a matter of time until the
9 replacement tailgate control module comes into contact with water that infiltrates
10 through the defective sealant and also experiences short circuits and corrosion,
11 ultimately failing again shortly after replacement.

12 **B. Safety Issues Caused by the Sealant Defect**

13 110. The Sealant Defect and malfunctioning tailgate control module pose a
14 number of serious, safety-related issues for operators of the Class Vehicles and those
15 that share the road with them.

16 111. A short circuit can cause an electrical fire.² Once the fire starts in the
17 control module, it can easily spread to the rest of the vehicle. Consumers have voiced
18 their concerns about electrical fires in their complaints to NHTSA, which are
19 reproduced below. *See* NHTSA IDs 11527986 & 11501226.

20 112. Water infiltration can also cause mold to grow. Because the Sealant Defect
21 allows water to infiltrate the top of the body seam and flow down the driver's side body,
22 and because the interior of the body is not exposed to the sun or other mechanisms that
23 would allow the water to dry, mold growth is not only possible, but probable. The mold
24 growth in the Class Vehicles caused by the Sealant Defect is particularly insidious
25 because it is not visible to the driver or occupants of the Class Vehicles. Consumers
26

27 ² <https://rytecelectric.com/blog/what-is-an-electrical-short-circuit/>;
28 <https://earlybirdelectricians.com/blog/the-dangers-of-wet-electrical-wiring/> (both last visited
February 28, 2025).

1 have likewise complained about mold growth to NHTSA. *See* NHTSA IDs 11608694,
2 11597496, & 11323163.

3 113. The short circuits and corrosion of the tailgate control module can also
4 cause the battery to drain. Specifically, short circuits can cause excessive current draw,
5 causing the battery to drain quickly even when the Class Vehicle is off because the
6 tailgate control module stays energized, causing continuous power drain. Corrosion can
7 also lead to poor electrical connections, causing the tailgate control module to draw
8 more power than necessary, which also causes the battery to drain. Once the battery is
9 drained, the occupants of the Class Vehicles are left stranded until the battery can be
10 recharged. Consumers have complained about this to NHTSA too. *See* NHTSA IDs
11 11563377, 11475412 & 11473935.

12 114. The Sealant Defect also causes the tailgate control module to malfunction
13 and abruptly open or close the power tailgate. Consumers have reported the power
14 tailgate suddenly opening while driving, which happened to Plaintiffs. Other owners
15 have reported that the tailgate abruptly closed while they were loading or unloading the
16 trunk, causing them to be physically struck by the tailgate. *See* NHTSA IDs 11526594
17 and 11537560.

18 115. The Sealant Defect can also cause the body to rust from the inside. Rust
19 compromises the structural integrity of the frame and makes it more susceptible to
20 bending or breaking when placed under stress. In addition, rust can quickly spread to
21 adjacent areas. Consumers have observed and reported rust caused by the Sealant Defect
22 directly to NHTSA. *See* NHTSA IDs 11593412 & 11531122.

23 **C. Honda's Knowledge of the Sealant Defect**

24 116. Honda markets its vehicles as reliable when compared to the competition.³

25 ///

26 ///

27
28 ³ *See, e.g.,* <https://automobiles.honda.com/awards> (last visited February 28, 2025).

1 117. Automobiles must be able to withstand foreseeable usage conditions. A
2 vehicle can suffer extensive damage and costly repairs from customary environmental
3 and usage conditions when a vehicle suffers from a defect such as the Sealant Defect.

4 118. In many instances, consumers have incurred and will continue to incur
5 expenses for repair of the body seam and tailgate control module despite the Sealant
6 Defect having been contained in the Class Vehicles when manufactured by Honda.

7 119. Upon information and belief, Honda, through (1) its own records of
8 customers' complaints, (2) dealership repair records, (3) records from the National
9 Highway Traffic Safety Administration (NHTSA), (4) warranty and post-warranty
10 claims, (5) internal pre-sale durability testing, and (6) other various sources, was well
11 aware of the Sealant Defect but failed to notify customers of the nature and extent of
12 the problems with Class Vehicles' body seam seals or to provide any adequate remedy.

13 120. Honda failed to adequately research, test and/or manufacture the body
14 seam seals in the Class Vehicles before warranting, advertising, promoting, marketing,
15 and selling the Class Vehicles as suitable and safe for use in an intended and/or
16 reasonably foreseeable manner.

17 121. Honda is experienced in the manufacture of consumer vehicles. As an
18 experienced manufacturer, Honda conducts tests, including pre-sale durability testing,
19 on incoming components, including the body seams and seals, to verify that the parts
20 are free from defects and align with Honda's specifications.

21 122. Honda's presale durability testing includes five metrics that allegedly
22 "ensure high quality" by conducting "comprehensive quality assurance activities from
23 the dual perspectives of planning and manufacturing."⁴ Honda admits that its
24 "production departments implement manufacturing controls to keep variability within
25 applicable standards based on drawings and develop production processes so that all
26

27 ⁴ [https://global.honda/en/sustainability/cq_img/report/pdf/2018/Honda-SR-2018-en-065-](https://global.honda/en/sustainability/cq_img/report/pdf/2018/Honda-SR-2018-en-065-078.pdf)
28 [078.pdf](https://global.honda/en/sustainability/cq_img/report/pdf/2018/Honda-SR-2018-en-065-078.pdf) (last visited February 28, 2025). The quotes in paragraphs 69-76 all refer to this
webpage.

workers can continue to achieve a consistent level of quality.” Thus, Honda knew or should have known of the Sealant Defect through its comprehensive quality assurance activities and manufacturing controls.

123. First, Honda’s “engineers utilize a database of measures and techniques previously used to prevent market quality issues and other information. They communicate closely with manufacturing departments during the initial development stage and put product function, performance and quality assurance initiatives in writing. These are shared to ensure efforts are coordinated with production departments’ process assurance activities and to coordinate quality assurance initiatives.”

124. Second, “Honda’s production departments establish manufacturing control items and criteria for each part, process, and operation to prevent product quality issues.” These controls are explicitly put in place to “prevent product quality issues” whereby Honda’s engineers “use these manufacturing control items and criteria to verify manufacturing variability.”

125. Third, for outsourced parts, Honda visits its suppliers’ manufacturing facilities to conduct quality audits based on the “‘Three Reality Principle,’ which emphasizes ‘going to the actual place,’ ‘knowing the actual situation’ and ‘being realistic.’” Honda uses “[e]xperts in the development and production of individual parts visit manufacturing facilities and conduct audits of suppliers’ quality systems and their implementation.”

126. Fourth, and perhaps most importantly, Honda assures long-term reliability of its parts and vehicles through “rigorous durability testing.” Honda states the following about this metric (emphasis added):

Honda subjects new and redesigned models to rigorous long-distance durability testing before beginning mass production to verify that there are no quality issues.

Honda also disassembles vehicles used in the test drives into every single part and verifies that there are no quality issues through a process consisting of several thousand checks. By accumulating data on the issues

1 discovered through these test drives and detailed inspections as well as
2 associated countermeasures, the Company is able to ensure a high level of
3 quality and reliability.

4 127. Fifth, Honda developed and implemented the “Line End Tester,” an
5 inspection and diagnostic system, that is used “in shipping quality inspections of all
6 electronic control systems, from switches and instruments to air conditioner, audio,
7 engine and transmission operations.”

8 128. Through these quality control metrics, Honda knew or should have known
9 that the body seam seals in the Class Vehicles were defective.

10 129. Lastly, as explained in Honda’s Sustainability Report:

11 When Honda determines that an issue occurs with a product that requires
12 market action, it quickly notifies government authorities in accordance
13 with individual countries’ regulations and contacts owners by means of
14 direct mail from dealers or by telephone to provide information about how
15 they can receive repairs free of charge. In addition to Honda’s website,
16 market action information is provided through the news media as
17 necessary.

18 130. Despite such assurances and procedures, Honda has not contacted Class
19 Members by direct mail or telephone to inform them how they can receive free repairs
20 related to the Sealant Defect within the United States. Additionally, upon information
21 and belief, Honda has also not provided associated information regarding the Sealant
22 Defect on its website or through the news media.

23 131. Per the below, Honda also expressly warranted the Class Vehicles to be
24 free from defects for a period of three years or 36,000 miles under the New Vehicle
25 Limited Warranty.⁵ This warranty is applicable to the Sealant Defect; however, Honda
26 has failed to correct the issue.

27 ///

28 ///

⁵https://owners.honda.com/Documentum/Warranty/Handbooks/2019_Honda_Warranty_Base_book_AWL07531_Petrol_Hybrid_PHEV_SIS.pdf, at 6 (last visited February 28, 2025).

New Vehicle Limited Warranty		
Time and Mileage Period This warranty begins on the date the vehicle is put into use in one of the following ways: <ul style="list-style-type: none"> • The vehicle is delivered to the first purchaser by an authorized Honda automobile dealer. • The vehicle is leased. • The vehicle is used as a demonstrator or company vehicle. Your vehicle is covered for 3 years or 36,000 miles, whichever comes first. Some parts may have separate coverage under other warranties described in this booklet.	The replaced or repaired parts are covered only until this New Vehicle Limited Warranty expires. This New Vehicle Limited Warranty Does Not Cover: <ul style="list-style-type: none"> • Normal wear or deterioration of any part. • Cleaning and polishing. • The adding of any fluids, unless they are needed as part of a warranty repair. • Broken, chipped, or scratched window glass unless it is due to a defect in material or workmanship. • Any item concerning your vehicle's general appearance that is not due to a defect in material or workmanship. Cosmetic flaws or minor damage to the body, paint, or other items may occur during manufacture or shipping of your vehicle. If you find any uncorrected flaws or damage on your new vehicle, notify the dealer as soon as possible after delivery. 	<ul style="list-style-type: none"> • Expendable maintenance items (such as filters, or brake pads/linings) when replaced due to normal wear or customer abuse. • Tires are warranted by their manufacturers (see page 28 for more information). Limited Warranty Coverage <ul style="list-style-type: none"> • Original equipment batteries for key fobs and remotes are covered for the first 6 months of ownership. • Original equipment wiper blade inserts are covered for the first 6 months of ownership. • Wheel balancing and wheel alignment are covered for the first year or 12,000 miles, whichever comes first, unless required as part of a warranty repair. • Air conditioner refrigerant is covered for the first 2 years or 24,000 miles, whichever comes first, unless required as part of a warranty repair.
Warranty Coverage Honda will repair or replace any part that is defective in material or workmanship under normal use. See Operation and Maintenance of your Honda on page 36. All repairs/replacements made under this warranty are free of charge.		
<p style="text-align: right;">Your Warranties in Detail 9</p>		

132. Buyers, lessees, and other owners of the affected Vehicles were without access to the information concealed by Honda as described herein, and therefore reasonably relied on Honda's representations and warranties regarding the quality, durability, and other material characteristics of the Vehicles. Had these buyers and lessees known of the defect and the potential harm, they would have taken steps to avoid that harm and/or would have paid less for the Vehicles than the amounts they actually paid, or would not have purchased the Vehicles.

133. Honda also issued a voluntary recall of certain MY2008-2009 Honda Odyssey vehicles in February of 2012 because "the tailgate of vehicles equipped with a power tailgate system may be prone to early life failures."⁶ There, Honda's recall involved free repairs of the power liftgate struts, which "help[ed] to raise and support the liftgate of vehicles." Honda admitted that the "manufacturing flaw" could result in

⁶ <https://www.kbb.com/honda/odyssey/2009/recall/> (last visited February 28, 2025).

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1 a leak in the pressurized struts and negatively impact their performance. This prior recall
2 alerted Honda to the importance of a properly functioning power liftgate, and the
3 detrimental impacts of manufacturing flaws on the liftgates.

4 **D. Complaints by Other Class Members**

5 134. Plaintiffs' experiences are by no means isolated or outlying occurrences.
6 Indeed, the internet is replete with examples of blogs and other websites where
7 consumers have complained of the exact same Sealant Defect within the Class Vehicles.

8 135. Class Vehicle owners have publicly complained to the United States
9 government about the Sealant Defect in Class Vehicles since the vehicle has been
10 released. The Office of Defects Investigation ("ODI") is an office within the National
11 Highway Traffic Safety Administration ("NHTSA"). ODI conducts defect
12 investigations and administers safety recalls to support NHTSA's mission to improve
13 safety on the Nation's highways.⁷ All automobile manufacturers routinely monitor and
14 analyze NHTSA complaints because this information is used in determining if a recall
15 should be issued. Indeed, automobile manufacturers are required by law to monitor
16 NHTSA complaints and report any potential safety defects to the United States
17 government. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000). Thus,
18 Defendants have knowledge of any and all NHTSA complaints.

19 136. The following is just a small sampling of the many complaints submitted
20 to ODI by Class Vehicle owners. These publicly available complaints, filed as early as
21 December of 2019, evidence Honda's prior knowledge of the Sealant Defect, the
22 negative experiences encountered by Class Members, and the financial burden this
23 place on them.

24 **NHTSA ID Number:** 11290516
25 **Incident Date** March 1, 2019
26 **Complaint Date** December 31, 2019
27 **Consumer Location** DAYTON, OH
28 **Vehicle Identification Number** 5FNRL6H74KB****
Summary of Complaint

⁷ *See* <https://www.nhtsa.gov/resources-investigations-recalls> (last visited February 28, 2025).

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1 2019 HONDA ODYSSEY. CONSUMER WRITES IN REGARDS TO VARIOUS
2 DEFECTS. *LD THE CONSUMER STATED ALL THE DOORS UNLOCK
3 INDEPENDENTLY. THE SLIDING DOORS, INCLUDING THE REAR HATCH,
4 UNLOCK AND OPEN INDEPENDENTLY AND WHILE DRIVING. THE
5 VEHICLE WINDOWS AND SUNROOF OPEN FULLY INDEPENDENTLY,
6 WHILE THE VEHICLE WAS LOCKED. *JS

7 **NHTSA ID Number:** 11323163
8 **Incident Date** February 13, 2018
9 **Complaint Date** May 4, 2020
10 **Consumer Location** HOUSTON, TX
11 **Vehicle Identification Number** 5FNRL6H78KB****

12 **Summary of Complaint**

13 REAR LIFT GATE WAS NOT PROPERLY MANUFACTURED AND WAS
14 LEAKING WATER THAT COULD LEAD TO MOLD GROWTH. ISSUE WAS
15 TAKEN INTO SERVICE 3 SEPARATE TIMES AND DIFFERENT LEAKS WERE
16 FOUND EACH TIME. HONDA CORPORATE PROVIDED NO ASSISTANCE OR
17 SUPPORT FOR RESOLVING THIS ISSUE AND COULDN'T EVEN FIND
18 RECORDS OF THE COMPLAINT (I CALLED AND STARTED A CASE EACH
19 TIME - THANK GOODNESS I MAINTAIN RECORDS ON THIS). APPARENTLY,
20 HONDA CORPORATE HAS NO CONCERN ABOUT WATER LEAKS OR THE
21 QUALITY OF THEIR MANUFACTURED PRODUCT ONCE IT IS SOLD TO A
22 CONSUMER.

23 **NHTSA ID Number:** 11343124
24 **Incident Date** February 2, 2020
25 **Complaint Date** August 4, 2020
26 **Consumer Location** DERWOOD, MD
27 **Vehicle Identification Number** 5FNRL6H56JB****

28 **Summary of Complaint**

WHILE VEHICLE IS STATIONARY, AFTER CLOSING THE REAR DOOR. THE
DOOR LATCH WILL NOT ALWAYS HOLD THE REAR DOOR IN A FULLY
CLOSED CONDITION, CAUSING A DOOR OPEN WARNING CONDITION. IT
MAY TAKE SEVERAL ATTEMPTS TO FORCEFULLY SLAM THE REAR DOOR
CLOSED BEFORE IT LOCKS CORRECTLY. THIS HAPPENS MULTIPLE TIMES
EACH MONTH. ON VEHICLE WITHOUT AUTO CLOSING REAR DOOR
OPTION.

NHTSA ID Number: 11396844
Incident Date December 30, 2020
Complaint Date February 18, 2021
Consumer Location STOCKBRIDGE, GA
Vehicle Identification Number 5FNRL6H70KB****

Summary of Complaint

WATER KEEPS LEAKING IN THE TRUNK. EVERYTIME IT RAINS THERE IS A
PUDDLE IN THE TRUNK. THIS HAS HAPPENED WELL OVER 15 TIMES AND
AMERICAN HONDA HAS NOT ACKNOWLEDGED THIS BEING AS RECALL.
THIS ISSUE HAS BEEN ALL OVER THE FORUM AND REDDIT AS WELL. I AM
NOT THE FIRST ONE THAT HAS FACED THIS ISSUE.

NHTSA ID Number: 11436110
Incident Date May 26, 2021
Complaint Date October 8, 2021
Consumer Location JACKSONVILLE, FL
Vehicle Identification Number 5fnrl6h72jb****

Summary of Complaint

Vehicle leaking water on backside and is causing electric issues. One of the issue is rear lift gate malfunctioning. The hatching opening on its own etc which is a safety risk. The dealer repaired this under warranty and they issue came back again almost four times so far. Now dealer is saying the issue is due to leaking water from top which they mentioned after vehicle went out of warranty and asking to contact body shop to identify the leak. The honda dealer not fixing the issue now. Please check if you received similiar issue and help with me regarding the same.

NHTSA ID Number: 11455778

Incident Date March 23, 2018

Complaint Date March 8, 2022

Consumer Location BRENTWOOD, NH

Vehicle Identification Number 5FNRL6H76JB****

Summary of Complaint

After leasing our car for less than 1 year - the power liftgate malfunctioned (which coincidentally there had been a recall in the past on our honda odyssey 2009 for appears to be the exact same issue.) It seems to be exactly the same thing happening again with the 2018 model we have now. So that the trunk won't open by itself. So for the past few years we had too manually lift the trunk and it's extremely heavy to lift and slow and can bang you in the head because it does not lift very high. If this wasn't bad enough a month ago the electrical power/fuse to even accomplish what I just explained electrically shorted for no reasonable explanation. So that my husband has to quite literally climb through the two rows of seats take the plastic off permanently on the manual/nonelectric trunk release from the inside of the car in order to get our trunk door to open at all. The outside of the car electrical button has no electricity running in it at all. This is terrible for a family of 5 children. There haven't been any recalls on this and I'm sure it'll be quite expensive to replace. Please look into this issue for us please. Thank you kindly. Please see below the recall in 2009 that should also be for the 2018 model as well. HONDA IS RECALLING CERTAIN MODEL YEAR 2008-2009 ODYSSEY VEHICLES, THE GAS-FILLED STRUTS THAT HELP TO RAISE AND SUPPORT THE LIFTGATE OF VEHICLES EQUIPPED WITH A POWER LIFTGATE SYSTEM MAY BE PRONE TO EARLY LIFE FAILURES DUE TO A MANUFACTURING FLAW. THE FLAW CAN RESULT IN A LEAK OF THE PRESSURIZED GAS, LEADING TO REDUCED STRUT PERFORMANCE.

NHTSA ID Number: 11459108

Incident Date March 20, 2022

Complaint Date March 31, 2022

Consumer Location RACINE, WI

Vehicle Identification Number 5FNRL6H2XLB****

Summary of Complaint

The contact owns a 2020 Honda Odyssey. The contact stated while driving at an undisclosed speed, the warning message "Lift Gate Open" illuminated. The vehicle was taken to the local dealer, where it was diagnosed that the lift gate was fractured. The vehicle was repaired; however, the failure recurred. The vehicle was taken to the same local dealer, where it was diagnosed that the striker plate needed to be replaced. The vehicle was repaired; however, the failure persisted. The vehicle was taken back to the local dealer but was not diagnosed or repaired. The manufacturer was notified of the failure but provided no assistance. The failure mileage was approximately 13,000.

NHTSA ID Number: 11473935

Incident Date February 1, 2022

Complaint Date July 14, 2022

Consumer Location ANDREWS, SC

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Vehicle Identification Number 5FNRL6H77JB****

Summary of Complaint

The component that is giving me issues is the power liftgate. As I have been driving down the road, it has unlocked and opened even at a stoplight. And would go up and down up and down until finally it runs the battery completely dead. I have taken it to Honda. They did not know what's causing it. I am taking it now to another service dealer. to see if he can fix it. I'm in hopes that he can do something. But upon reviewing other complaints online, this has been an issue for other people. That could cause a lot of safety issues for anyone around the vehicle or driving the vehicle.

NHTSA ID Number: 11474577

Incident Date January 18, 2019

Complaint Date July 18, 2022

Consumer Location SILVER SPRING, MD

Vehicle Identification Number 5FNRL6H98JB****

Summary of Complaint

The automatic tail gate hatch closes when its fully open. It will close while under it and bumps your head if you're not careful. I have bumped my head a few times. Nothing serious enough to see a doctor but it happens 95% of the time the gate is opened. I reported this to Honda dealer where I purchased the vehicle over two years ago before COVID but it doesn't seem to concern them.

NHTSA ID Number: 11475412

Incident Date June 1, 2022

Complaint Date July 22, 2022

Consumer Location WARRIORS MARK, PA

Vehicle Identification Number 5FNRL6H79JB****

Summary of Complaint

Vehicle keeps turning on accessory mode uncommanded. Resulting in draining battery. Battery is then recharged and process starts over again. Took vehicle to Honda dealership for diagnosis. Dealership diagnosed tailgate control module. Disconnected all connections to that module and problem persists. Constant discharge and recharge of battery presents a fire hazard. A automotive/mechanical engineer evaluated the problem, suggested it was the body control module and highly recommended I not park my vehicle in my attached garage until the problem is resolved.

NHTSA ID Number: 11478984

Incident Date August 12, 2022

Complaint Date August 12, 2022

Consumer Location BROWNSBURG, IN

Vehicle Identification Number 5FNRL6H73JB****

Summary of Complaint

It is very common for the vehicle model to experience water intrusion toward the back lift gate because of rain. This can cause electric problems with the vehicle that can result in property damage or death. Airbags may not deploy due to water damage as well. These vehicles should be recalled as soon as possible. Most owner are not aware of this issue because they park vans in a garage. Please investigate this matter and issue a recall

NHTSA ID Number: 11497586

Incident Date November 15, 2022

Complaint Date December 15, 2022

Consumer Location PORT ORANGE, FL

Vehicle Identification Number 5FNRL6H92LB****

Summary of Complaint

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1 The contact owns a 2020 Honda Odyssey. The contact stated that the vehicle was
2 leaking water from the roof seam near the driver's side rear of the vehicle. The leak
3 caused water to form a puddle in the trunk tray compartment of the vehicle. The contact
4 had taken the vehicle to the dealer who resealed the roof seam. The manufacturer was
5 made aware of the failure. The approximate failure mileage was 23,900.

6 **NHTSA ID Number:** 11501226

7 **Incident Date** November 23, 2022

8 **Complaint Date** January 11, 2023

9 **Consumer Location** FRIENDSWOOD, TX

10 **Vehicle Identification Number** 5FNRL6H72JB****

11 **Summary of Complaint**

12 GOODMORNING, I bought my car honda Odyssey 2018 model, on August 20th, 2018,
13 from Honda of Clearlake, in League City, TX, the day they opened new location, this
14 car has been giving us trouble since then. when under warranty the sunroof motor
15 became faulty. I agree that they repaired it but took more than a week to get repaired.
16 The car has less than 30000 miles now, last year November when I was driving car
17 started showing up multiple warning lights, and tail gate not closing and locking and
18 took the car dealer service center and without proper multi point inspection they ruled
19 out its poor battery and changed it. Within a week again the same problem started
20 appearing, took the car to dealer service center and took almost more than week to do
21 inspection and stated that, there is a faulty weld and leak on back tail gate hinges in car
22 and water is seeping into electrical system which is on driver side rear in between plastic
23 trim and main body. this caused a short circuit and multiple warning lights turning on.
24 electrical system and carpets were damaged, and they recommended to change whole
25 harness and electrical components which will be more than \$6000.00 After a week they
26 stated that it has a faulty caulk on roof were water seeping through, Honda of clear lake
27 service advisor [XXX] agreed that he have come across multiple cars (3 or 4) in same
28 dealer ship with same problems. nobody knows how many dealers service centers had
same problem. This is clearly manufacturing defect and Honda corporate don't want to
make this issue a recall. they agreed to replace components, but we have to pay the labor
which we agreed, but it's been more than a month which they can't repair and give back
our car. now I think this leak issue and the issue, I mentioned earlier (faulty sunroof
motor) is somehow related. I would request you to probe an enquiry into this issue
which, can be an electrical and fire hazard and rule out to be a recall from Honda side.
Thanking you INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6).

20 **NHTSA ID Number:** 11511139

21 **Incident Date** January 18, 2023

22 **Complaint Date** March 10, 2023

23 **Consumer Location** Unknown

24 **Vehicle Identification Number** 5FNRL6H79LB****

25 **Summary of Complaint**

26 On 18 January 2023 the tailgate on our 2020 Odyssey refused to open. Neither the inside
27 switch nor the outside switch does anything. I crawled in the back and checked the fuses
28 and both are good. I also discovered that the emergency tailgate release did not function.
Took it to the dealer, Greenway Honda in Florence, Alabama, an hour from home, and
they weren't able to find the fault with a cursory check and a reboot of whatever
computer system is applicable. They said they need to keep it for at least a half day and
"really tear into it." But we could not leave the vehicle at that time, having no
transportation home. Eventual diagnosis determined the tailgate control module, the
tailgate closure motor, and the tailgate latch had all failed. Parts were on backorder and
no estimate on availability. After I contacted Honda corporate the parts suddenly
became available at the dealership within a few days. Repairs were effected on 27

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February at Greenway Honda, Florence, Alabama. We were without the full use of our vehicle for approximately six weeks. Occupants could become trapped in the vehicle if the front doors were disabled in a collision and electrical power was lost, rendering the sliding doors and the tailgate inoperative. The emergency release lever also would not function and this could trap occupants completely. Examination of the tailgate electronic control module shows water infiltration which conceivably shorted the closure motor and jammed the latch, making it impossible to open the tailgate. Photos of the failed electronic module were provided to the dealership and to Honda corporate. The failed parts are in my possession and are available for inspection.

NHTSA ID Number: 11514170
Incident Date March 23, 2023
Complaint Date March 28, 2023
Consumer Location PORTSMOUTH, NH
Vehicle Identification Number 5FNRL6H7XJB****
Summary of Complaint

While driving multiple system failure- warning lights then failure of: blind spot alert, lane departure, back up camera, wipers, tailgate function. When able to stop, power locks did not function. Inability to access rear of car via sliding doors would pose serious risk if accident occurred due to system failure. Prior to all systems alert, tailgate warning light had been intermittently appearing for a few days. Dealer service center noted water leak from unsealed section between window and frame in back driver side panel that corroded body console module.

NHTSA ID Number: 11516508
Incident Date April 11, 2023
Complaint Date April 11, 2023
Consumer Location Unknown
Vehicle Identification Number 5FNRL6H79KB****
Summary of Complaint

The rear power lift gage has stopped working due to leaking in the rear of the van. Per online threads, this is a common issue and should be a recall as so many issues have happened to other with this same problem.

NHTSA ID Number: 11524076
Incident Date May 26, 2023
Complaint Date May 26, 2023
Consumer Location Unknown
Vehicle Identification Number 5FNRL6H7XJB****
Summary of Complaint

I have 2018 Odyssey EXL . on instrument display got message "Power Tailgate Issue". The tailgate can not open either by control button or manually. I have already had this issue 2 times. I sent it to dealer and been told the power tailgate control module was intruded by water. I replaced the control module, and after several months, the issue recovered. The power tailgate can not open and close will cause my trip in danger. I hope the honda can fix this issue for the customers free.

NHTSA ID Number: 11526594
Incident Date June 1, 2023
Complaint Date June 12, 2023
Consumer Location Unknown
Vehicle Identification Number 5FNRL6H78MB****
Summary of Complaint

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1 The rear lift gate will be open and then all the sudden decide it needs to be shut. Beeps
2 really load and then come down hard and fast with no real time to recognize what is
happening and get out of the way. It hurts and doesn't stop when it hits a person

3 **NHTSA ID Number:** 11527986

Incident Date August 1, 2022

4 **Complaint Date** June 20, 2023

Consumer Location Unknown

5 **Vehicle Identification Number** 5FNRL6H72JB****

Summary of Complaint

6 Rear hatch on our Odyssey EX-L started giving a "Power Tailgate Problem", and it
7 would not open at all except by mechanically releasing the hatch from the emergency
8 access panel. I replaced the rear hatch control module and the hatch could now again be
9 opened from the outside as normal, but the power tailgate still did not function up and
down, and requires manual lifting open and pushing closed. Upon inspection, the
removed/malfunctioning control module appears to have failed due to water infiltration,
meaning water has entered the inside of the vehicle and then shorted electrical
components, potentially creating a fire hazard.

10 **NHTSA ID Number:** 11529349

11 **Incident Date** April 1, 2022

Complaint Date June 28, 2023

12 **Consumer Location** Unknown

Vehicle Identification Number 5FNRL6H74JB****

13 **Summary of Complaint**

14 Vehicle was taken into Honda dealer due to trunk not opening and closing properly &
15 receiving "Power Tailgate Failure" warning and rear entertainment system not working.
16 After many hours, I was told the power tailgate control unit and floor wire harness
would need replaced due to corrosion from water damage ??? This was at 42,653 miles!!
They couldn't explain how the damage could have happened and Honda refused to do
anything about fixing it.

17 **NHTSA ID Number:** 11531122

Incident Date June 22, 2023

18 **Complaint Date** July 9, 2023

Consumer Location Unknown

19 **Vehicle Identification Number** 5FNRL6H77JB****

Summary of Complaint

20 Water leaking in from roof or driver side windows into rear electronics at the fuse box
21 and the tailgate control module. When control module was removed there was gross
evidence of water saturation in the control module and multiple areas of corrosion, rust
and fouling of electrical components causing battery to drain dead.

22 **NHTSA ID Number:** 11535640

23 **Incident Date** July 30, 2023

Complaint Date July 31, 2023

24 **Consumer Location** ORLANDO, FL

Vehicle Identification Number 5FNRL6H72JB****

25 **Summary of Complaint**

26 After rainfall water is leaking into the rear fuse box compartment located behind the 3rd
27 row seats and causing the tailgate control module and other parts to fail. The tailgate
does not have any power and cannot be opened or closed with the fob or the push buttons
located in the tailgate or in the dashboard area. The tailgate cannot be locked as the latch
does not engage and it can be very risky to drive the vehicle as the tailgate might come

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open while driving. There might be some opening on the roof of the vehicle from where water is leaking into the fuse compartment and causing this hazardous situation.

NHTSA ID Number: 11537560

Incident Date August 9, 2023

Complaint Date August 9, 2023

Consumer Location SUMMERVILLE, SC

Vehicle Identification Number 5FNRL6H72LB****

Summary of Complaint

1)The back hatch will randomly close. The first time it happened I didn't know what was going on and it hit me in the head. Today my kids were there and it almost hit them but I pushed them out of the way because I knew what was happening as it makes a certain noise first. 2)It stalls out randomly at red lights. 3) the doors won't open or close at times. 4) the dvd player gets so hot it almost burns you and the dvd player won't work. When I contact the dealer they say they can't do anything since it happens randomly and it if doesn't happen when it's at the dealership they don't know what to do so they don't even make an appointment. Two years ago we complained that the door didn't have a sensor because it shut my two year olds hand in the door. Honda acted like we were crazy. Then it became a recall and they 'fixed' them. But now they won't open or close.

NHTSA ID Number: 11539546

Incident Date August 1, 2023

Complaint Date August 19, 2023

Consumer Location NEW PORT RICHEY, FL

Vehicle Identification Number 5FNRL6H76KB****

Summary of Complaint

Power lift gate control module has shorted out due to water leak somewhere on my van. Board has visible water damage. Tailgate won't open or shut at all. Has to be done manually from inside the vehicle through trim opening on rear tailgate.

NHTSA ID Number: 11539871

Incident Date August 16, 2023

Complaint Date August 21, 2023

Consumer Location MIAMI, FL

Vehicle Identification Number 5FNRL6H72KB****

Summary of Complaint

The contact owns a 2019 Honda Odyssey. The contact stated that a message indicating the power liftgate failure was displayed, and 2-3 days later, the power liftgate failed to open as needed. The vehicle was taken to the dealer, where it was diagnosed that water intrusion in the power liftgate control module had caused the liftgate to fail to operate as designed. The vehicle was not repaired. The manufacturer was not notified of the failure. The failure mileage was approximately 32,700.

NHTSA ID Number: 11542006

Incident Date August 31, 2023

Complaint Date September 1, 2023

Consumer Location EVERETT, WA

Vehicle Identification Number 5FNRL6H75JB****

Summary of Complaint

While the van was in motion, the power tailgate unlocked and opened on its own. The dashboard displayed tailgate open warning message. I slowed down and the lock re-engaged to to close the tailgate. It happened again later that evening. Fortunately, I was within city limits, driving about 40 mph.

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NHTSA ID Number: 11543594
Incident Date January 18, 2023
Complaint Date September 9, 2023
Consumer Location PLEASANT HILL, IA
Vehicle Identification Number 5FNRL6H7XJB****

Summary of Complaint

The power tailgate on my 2018 Honda Odyssey EX-L started opening and closing on its own, seemingly at random. The latch would not cinch and the gauge cluster reported an opening attempt while driving on the highway. This failure cascaded and ended up bringing every device on the B-CAN network down, including the instrument cluster, heated seats, power sliding doors, ADAS systems including FCW/LDW/LKA and various telltales and buttons on the dash. Upon disassembly of the interior to expose the affected controllers, I discovered that the power tailgate controller was full of water. There was enough water in it to cause arcing of the power and CAN terminals. I traced the ingress path upwards and discovered a crack in the seam sealer on the roof, underneath the left roof rack rail at the very rear of the vehicle. Water enters under the roof rail, drips down the door hinge, then drips down the body to the cup holder and directly into the controller. To remediate I had to replace the damaged controller and apply seam sealer underneath the roof rail at a cost of approximately \$200. I called the local dealer to attempt to report this to Honda but was unable to find the appropriate person. Over a dozen people have reported this issue online and there are pictures of the issue. I posted pictures to one of the links referenced below and have additional pictures. I believe this is a manufacturing defect and not caused by age or use of the vehicle and there is strong evidence it affects a lot of people. The issue will be particularly prevalent when the vehicle is parked outside on a downward incline. I work in a related industry on embedded devices that must meet functional safety standards, and I believe an issue like this would lead to a mandatory safety recall. [XXX] [XXX] INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

NHTSA ID Number: 11544922
Incident Date August 26, 2023
Complaint Date September 16, 2023
Consumer Location BELLEVUE, WA
Vehicle Identification Number 5FNRL6H73KB****

Summary of Complaint

The trunk lift gate can suddenly fail and slam down quickly, being a safety hazard. When the trunk opens, it will move up and down a few times, then it will beep three times and slam shut. It consistently happens when parked on an incline.

NHTSA ID Number: 11545031
Incident Date August 15, 2023
Complaint Date September 17, 2023
Consumer Location FORT LAUDERDALE, FL
Vehicle Identification Number 5FNRL6H75KB****

Summary of Complaint

rear tailgate seal failure 2019 honda odyssey allowing water intrusion and corrosion of lift gate control module, per ft lauderdale honda dealer. Not a safety issue but a design defect per other honda owners.

NHTSA ID Number: 11545160
Incident Date September 8, 2023
Complaint Date September 18, 2023

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Consumer Location HENDERSON, NV
Vehicle Identification Number 5FNRL6H81JB****

Summary of Complaint

The contact owns a 2018 Honda Odyssey. The contact stated that upon opening the electronic tailgate and entering the trunk of the vehicle, an alert sounded, indicating that the tailgate was closing. After closing the tailgate, the tailgate suddenly jerked open, striking the contact. No warning lights were illuminated. The vehicle was taken to the dealer, who was unable to duplicate the failure. The vehicle was then taken to an independent mechanic, who was also unable to duplicate the failure. The vehicle was not repaired. The manufacturer was notified of the failure but was unable to assist. The failure mileage was 172,000.

NHTSA ID Number: 11548844

Incident Date October 7, 2023

Complaint Date October 7, 2023

Consumer Location Unknown

Vehicle Identification Number 5FNRL6H98JB****

Summary of Complaint

Every time when it rains, the power tail gate fails showing beeping noise from the rear and on the screen and unable to lock the doors. Had to replace the power tail module couple of times so far and still problem persists. The Honda dealership mentioned there was a leak, repaired and replaced the module , inspite of the fix prblem still persists when it rains

NHTSA ID Number: 11555697

Incident Date October 30, 2023

Complaint Date November 17, 2023

Consumer Location LOVELAND, OH

Vehicle Identification Number 5FNRL6H82KB****

Summary of Complaint

The motor that raises and lowers the rear liftgate failed and has been repaired already at a Honda Dealership. The van is not even 5 years old yet and the motor failing caused the lift gate to droop after opening causing my wife and I to bang our heads on it if we weren't watching for it. The more important safety concern is if the liftgate lowers to a certain point, the motor causes it to bounce up and down slightly and then automatically close. My concern for the safety of my young children made me get it repaired promptly. The honda dealership did confirm that the motor failed and it caused strain on the right strut as well need it to be replaced as well. There were no warning lights on dash. This is a youtube link to someone else with the same van and year with the same problem. This is what my van was doing. [XXX] INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

NHTSA ID Number: 11557345

Incident Date October 27, 2023

Complaint Date November 28, 2023

Consumer Location ROCKLEDGE, FL

Vehicle Identification Number 5FNRL6H73JB****

Summary of Complaint

Water intrusion on the driver side rear panel has caused the power tailgate command module to short out twice now.

NHTSA ID Number: 11557923

Incident Date November 3, 2023

Complaint Date December 1, 2023

Consumer Location POUGHKEEPSIE, NY

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Vehicle Identification Number 5FNRL6H74JB****

Summary of Complaint

Tailgate controller issue. 2018 Honda Odyssey: A day after a day of rain, we went out shopping and stopped at a store. Getting out, we saw "Tailgate Controller Problem" message appear on the dashboard. I tried to open/close the tailgate but it just kept latching and unlatching. I was finally able to get it to remain closed by pushing on the tailgate. After heading to another store, saw a "high-beam problem" message, and another message, so we went home. At night, I noticed the interior ceiling lights going on and off. I went to start the van, and my key fob would not unlock the door. I used the emergency key in the fob and tried opening the drivers door...after 45 seconds of turning left and turning right, the windows rolled down about an inch, then the door unlocked. I started the van and moved it up in the driveway and turned it off, and checked a couple of times all night to see if the lights came back on. The next morning, I had to charge the battery because it was at 3Vs. I drove the van to make sure the alternator was working, and then saw messages: blinking "R" for reverse blinking "D" and no turn signals, and messages appeared: "Transmission Problem". "Keyless Start System Problem", "Blind Spot Info System Problem". We dropped the van off at the dealer and it would not lock with the fob, and the center dashboard console (with the navigation menu) remained on with the engine off and door closed. Dealer ordered a Tailgate Controller. When we asked the person at the desk, what the issue was... "moisture got in". I told him there is a discussion on the internet about a (design) leak in the roof causing this issue. He said, the controller is in the tailgate not in the van. But I know its on the side panel. This situation is very dangerous because a week before we had traveled with the van, out of state, on the interstate, trying to get people to airports and if these messages had appeared then, we would have had a very harrowing experience. A message is still seen

NHTSA ID Number: 11558852

Incident Date December 2, 2023

Complaint Date December 6, 2023

Consumer Location FRISCO, TX

Vehicle Identification Number 5FNRL6H71KB****

Summary of Complaint

I am writing to express my deep concern regarding the significant reliability issues I have encountered with my 2019 Honda Odyssey. Unfortunately, these issues have led to inconveniences, unexpected expenses, and a reevaluation of my trust in the vehicle's long-term dependability. During the warranty period, the vehicle suffered from water infiltration in the trunk, resulting in flooding. Addressing this problem required multiple interventions by the dealership. Post-warranty, an electrical/electronic component related to the liftgate module malfunctioned, leading to an unforeseen repair that cost upwards of \$800+. Subsequently, the vehicle experienced recurring starting problems, necessitating jump-starts on multiple occasions. Most recently, a complete failure to start occurred, requiring towing to the dealership, which unfortunately happened while away from home. Extensive diagnostics revealed the necessity to reprogram the BCM (Body Control Module) to resolve the issue. The repetitive and varied nature of these issues, especially for a four-year-old vehicle, raises concerns about the reliability and quality standards associated with the Honda Odyssey. These recurring inconveniences and unexpected expenses have compelled me to reconsider recommending this vehicle to friends and family. Of particular concern is the possibility of experiencing a breakdown in remote areas during extended trips. The prospect of being stranded with my family in such situations is troubling and potentially unsafe. Urgent attention to resolving these issues is crucial to avoid any untoward incidents for myself or other Odyssey owners. While I have raised my concerns with Honda, I am also contemplating sharing this experience with the NHTSA. The uncertainty surrounding potential future issues while driving has led me to consider selling this vehicle. I believe it's essential to

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document these concerns for the safety and awareness of others who might face similar situations.

NHTSA ID Number: 11560655

Incident Date November 28, 2023

December 18, 2023

Consumer Location TACOMA, WA

Vehicle Identification Number 5FNRL6H70KB****

Summary of Complaint

My power tailgate control unit is fried due to a leak in rear driver side.

NHTSA ID Number: 11561397

Incident Date December 11, 2023

Complaint Date December 21, 2023

Consumer Location OVIEDO, FL

Vehicle Identification Number 5FNRL6H89MB****

Summary of Complaint

All of the safety system and efficiency systems had failures which made us take to our local Honda dealership for evaluation. After the first visit we were told that they could not find the problem, although they saw all of the error messages. The error messages appeared again 3 days later so we took it back to our local Honda dealership. This time one of the service reps had seen that problem before and said it probably was due to water entering the rear trunk circuit board controller and shorting out the connections. This was confirmed by a service tech during the 2nd evaluation. After research this is apparently a common issue. We had to pay approximately \$700 to fix the situation because Honda does not have this issue as a recall. We believe this is a clear design error that allows water to enter the circuit board housing. This created a dangerous situation as the head lamps as well as the driver safety features and direction signals intermittently worked due to the shorted out circuit board.

NHTSA ID Number: 11563196

Incident Date December 26, 2023

Complaint Date January 2, 2024

Consumer Location GERMANTOWN, MD

Vehicle Identification Number 5FNRL6H77KB****

Summary of Complaint

Rear lift gate ceased operating, unlocking or opening. Later received errors on dash for blind spot malfunction and transmission error. Dealer says it is an issue with water leaking into the rear chassis getting into the exposed electronics.

NHTSA ID Number: 11563419

Incident Date December 27, 2023

Complaint Date January 3, 2024

Consumer Location Unknown

Vehicle Identification Number 5FNRL6H71LB****

Summary of Complaint

In my area, there has been lots of heavy rain. There was a water leak on the interior rear driver side, causing the tailgate control module (TCM) to fail part # 74970-THR-A12 The tailgate trunk or 5th door is not working, will not open, will not activate. I took my 2020 honda odyssey my local dealership but no help. Many vans from Honda, years 2018-2021 are having this very same issue. Please help Me resolved this matter. Honda should have a recall on this and replace at no charge.

NHTSA ID Number: 11563377

Incident Date December 27, 2023

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1 **Complaint Date** January 3, 2024

2 **Consumer Location** Unknown

3 **Vehicle Identification Number** 5FNRL6H75KB****

4 **Summary of Complaint**

5 Power tailgate problem repeatedly flashed on dashboard but would disappear before it
6 was legible and the car was beeping while driving. We stopped and tried to see what
7 the problem was but it wasn't until we finally arrived home that it finally showed the
8 full error on the screen. Apparently this drained the battery as well and we had to call
9 AAA the following day to start the vehicle. They tested the battery which was only 2
10 years old (OEM battery died after only 2 years) and said it was fine. Drive around for
11 40 minutes and the next day it was dead again. Had it towed to the dealer who after
12 much discussion agreed to replace the battery even though I read online about people
13 having issues with water leaking onto the power tailgate module. The dealer told Me
14 they had to replace the battery instead and the next day called to say that I was right,
15 the battery replacement didn't solve it. And when they looked at the power tail get
16 module it was indeed corroded from moisture. But they wanted an additional \$500 so
17 they could subcontract to an "expert" who could seal that leak. I told them to only
18 replace the module and asked why a recall hadn't been issued. They said this was
19 beyond their pay grade. I told them I'll find a way to seal it myself.

20 **NHTSA ID Number:** 11563361

21 **Incident Date** December 28, 2023

22 **Complaint Date** January 3, 2024

23 **Consumer Location** BOYCE, LA

24 **Vehicle Identification Number** 5FNRL6H7XJB****

25 **Summary of Complaint**

26 Power Tailgate failure, from water leaking into the vehicle. The power tailgate would
27 open and close on its own, even when driving down the road. This is a SERIOUS safety
28 issue if you have children in the vehicle. First sign of failure was a message of tailgate
problem on the information center of the dash. That is when the intermittent opening
and closing began, as well as battery going dead. Took to Honda to be serviced (Walker
Honda in Alexandria, Louisiana). Was informed that water did indeed leak into the van
from someplace, they did not know from where. Was told van needed a new battery as
well as a module replacement for the power tailgate and a Water test to see where the
water was leaking in. Total cost of around \$1600 Was then informed that the entire
wiring harness might also need to be replaced because water corroded or damaged the
contacts on the harness that affect MANY other parts of the van, including some safety
systems. That was an estimated cost of \$7000 but was told the technician could possibly
just clean off the wiring harness contacts and try to drive it that way and see if it fixes
the problem. Van has little over 130,000 miles on it and Power Tailgate is rarely used
as we have no children and don't haul much, except groceries.

29 **NHTSA ID Number:** 11565233

30 **Incident Date** January 3, 2024

31 **Complaint Date** January 12, 2024

32 **Consumer Location** CALABASAS, CA

33 **Vehicle Identification Number** 5FNRL6H78KB****

34 **Summary of Complaint**

35 Trunk is not properly sealed resulting in water getting into the trunk and corroding the
36 tailgate control unit, this issue has been reported online hundreds of times. A week after
37 my trunk flooded during heavy rain my car warning lights for the brake system, lane
38 keep assist and several others lit up and wont work, the lights turn on and off
intermittently - again this issue is being reported online by multiple owners. This is a
known issue Honda refuses to acknowledge or resolve.

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NHTSA ID Number: 11565805
Incident Date January 12, 2024
Complaint Date January 16, 2024
Consumer Location MOUNT HOLLY, NC
Vehicle Identification Number 5FNRL6H79LB****

Summary of Complaint

There is a water leak in the factory seals of the rear tailgate which causes the Power Tailgate Control Module to fail. The tail gate can no longer be closed/latched and requires replacement and sealing of the water leak.

NHTSA ID Number: 11566120
Incident Date January 10, 2024
Complaint Date January 17, 2024
Consumer Location OXFORD, PA
Vehicle Identification Number 5FNRL6H77KB****

Summary of Complaint

Power tailgate began to malfunction first by opening slowly or not opening at all. Once open, would not close automatically. Would require a lot of manual force. Then, a "Power Tailgate Problem" error began to show on the dashboard. We took it to our local mechanic within about a week's time. They found the following 9 electrical codes: Power Tailgate Control Unit Internal Error Power Tailgate Right Touch / Pinch Sensor Circuit Malfunction Power Tailgate Left Touch / Pinch Sensor Circuit Malfunction Tailgate Closer Unit Half Latch Switch Circuit Malfunction Power Tailgate Sensor Pulse "A" Circuit Malfunction Power Tailgate Sensor Pulse "B" Circuit Malfunction Power Tailgate Drive Motor Circuit Malfunction Left Power Sliding Door Touch / Pinch Sensor Signal Error Left Power Sliding Door Touch / Pinch Sensor Signal Error They then found that the water was on/in the Power Liftgate Control Unit stemming from a leak somewhere in the body, probably around the D pillar. The Power Liftgate Control Unit will be replaced. The local mechanic recommended contacting Honda or a body shop to find the location where the water is entering the car.

NHTSA ID Number: 11566344
Incident Date August 11, 2023
Complaint Date January 18, 2024
Consumer Location TAMPA, FL
Vehicle Identification Number 5FNRL6H73KB****

Summary of Complaint

Water leaked through the roof causing the tailgate motor to fail. There are separations in the body seams above the tailgate. The vehicle has not been an accident.

NHTSA ID Number: 11566712
Incident Date December 1, 2023
Complaint Date January 20, 2024
Consumer Location HOUSTON, TX
Vehicle Identification Number 5FNRL6H76KB****

Summary of Complaint

A faulty body seam seal allowed rain to enter the body of the vehicle and infiltrate the power tailgate control module. On my vehicle, this produced the error message "Tailgate Problem". The tailgate would fail to open, open part way and then close, or attempt to open at random. There have been reports of tailgates opening while driving as a result of this problem. My dealer replaced the tailgate module and re-sealed the body seam where water was entering. This seam is where the top and side panels of the vehicle join near the driver's side tailgate hinge. This is a manufacturing defect in the body seam seal that is allowing this to happen. The problem has been extensively

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1 documented by vehicle owners at [XXX] This unsafe driving condition should be
2 subject to a recall to prevent anyone's tailgate from opening unexpectedly while
3 operating the vehicle, creating a hazardous condition for occupants or for other
4 motorists who might be affected by items falling out of the rear tailgate.
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INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

5 **NHTSA ID Number:** 11568068
6 **Incident Date** December 30, 2023
7 **Complaint Date** January 26, 2024
8 **Consumer Location** CASTLE HAYNE, NC
9 **Vehicle Identification Number** 5FNRL6H77JB****

10 **Summary of Complaint**

11 The power tailgate control module failed due to water leaking through holes in the seam.
12 The power tailgate problem light came on when the issues began. I was unable to open
13 the tailgate using the button by the driver's controls, the remote fob, or the exterior
14 button on the tailgate. The only way to open the tailgate was the manual release on the
15 interior tailgate. There was constant beeping while driving forward or in reverse. We
16 removed the power tailgate control module, and there was obvious corrosion around the
17 entire part. We applied seam sealer on the driver side roof rail and installed a new ptg
18 control module. The new module began having similar issues approximately 2 weeks
19 later. We removed it, and could see obvious corrosion beginning on one side of the ptg
20 control module. We applied seam sealer above the rear tailgate window and attempted
21 to clean the affected areas on the ptg control module in hopes that it will work again.
22 The power function of the tailgate is not working, but the power tailgate problem light
23 is not on and there is no beeping. I am now able to open the tailgate manually using the
24 exterior button on the tailgate. Driver's control button, remote fob button, and button on
25 the tailgate to close it do not work.

26 **NHTSA ID Number:** 11568060
27 **Incident Date** January 26, 2024
28 **Complaint Date** January 26, 2024
Consumer Location TAUNTON, MA
Vehicle Identification Number 5FNRL6H7XJB****

Summary of Complaint

POWER LIFT GATE AND POWER SLIDING MINIVAN DOOR DO NOT WORK
LEAK IN BODY CAUSED ELECTRICAL SHORT AND CORROSION OF
LIFTGATE POWER CONTROL UNIT. BAD DESIGN SAFETY ISSUE. DANGER
OF CHILD ENTRAPMENT. SHOULD BE RECALL AND HONDA SHOULD FIX

22 **NHTSA ID Number:** 11568287
23 **Incident Date** January 25, 2024
24 **Complaint Date** January 28, 2024
25 **Consumer Location** HOT SPRINGS NATIONAL PARK, AR
26 **Vehicle Identification Number** 5FNRL6H73JB****

Summary of Complaint

27 Power tailgate problem. Middle both passenger side door did not latch. Power tailgate
28 cannot open automatically. It happened recently, and happened every year as far as I
remember, when raining season, or winter time. It just happened few days ago.
Passenger side door did not latch. I was driving with baby in car seat, on freeway, when
door latch did not lock properly. My wife had this incident as well, and called Honda
dealer, and they may or may not repaired the latch, and we rarely have this incident
anymore after my wife called Honda dealer, cause she freaked out door was open

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loosely while driving. But on left side, occasionally cannot open or closed, not as extreme as before we complained to dealer.

NHTSA ID Number: 11568464

Incident Date January 26, 2024

Complaint Date January 29, 2024

Consumer Location KANNAPOLIS, NC

Vehicle Identification Number 5FNRL6H71JB****

Summary of Complaint

2018 Honda Odyssey motorized tailgate has completely stopped working. Will not open. Numerous accounts say this is due to water getting into the rear tailgate control module and have had tremendous amount of rain this week. Have not had it looked at by dealer yet but must be fixed. Warning message appeared twice on dash 10 minutes before the failure.

NHTSA ID Number: 11568412

Incident Date January 3, 2024

Complaint Date January 29, 2024

Consumer Location JACKSON, SC

Vehicle Identification Number 5FNRL6H70JB****

Summary of Complaint

Dash displays error message "Power Tailgate Problem". Tailgate does not open AT ALL with either of the following methods- key fob, button on dash, or button on tailgate. It is stuck and poses a significant safety issue. What if we had a accident, all doors were stuck, and needed an exit out the back of the vehicle? The tailgate is totally inoperable and Honda needs to fix this issue as it is an extremely common issue and not very cheap to repair.

NHTSA ID Number: 11570351

Incident Date January 5, 2024

Complaint Date February 6, 2024

Consumer Location NEW PALTZ, NY

Vehicle Identification Number 5FNRL6H78JB****

Summary of Complaint

A defective/leaking seal in the rear of the vehicle area caused water damage and corrosion on the tailgate control unit. As a result of the control unit failure the blinkers and lights stopped working while driving. In addition rear tailgate does not open. Dealer confirmed the issue, fixed the seal and replaced control unit. Research shows this is a recurring problem on this model vehicle.

NHTSA ID Number: 11571861

Complaint Date February 14, 2024

Incident Date February 12, 2024

Consumer Location VIRGINIA BEACH, VA

Vehicle Identification Number 5FNRL6H79JB****

Summary of Complaint

The rear lift gate is not opening. The lift gate motor and latch have been replaced. The lift gate module seems to have water/moisture after a rain storm causing the gate to not open. Their is an error on the display saying there is a lift gate error and the car is beeping while driving.

NHTSA ID Number: 11574361

Incident Date January 3, 2024

Complaint Date February 26, 2024

NYE, STIRLING, HALE, MILLER & SWEET
33 WEST MISSION STREET, SUITE 201
SANTA BARBARA, CALIFORNIA 93101

Consumer Location Unknown
Vehicle Identification Number 5FNRL6H71JB****

Summary of Complaint

Rear tail gate hatch Anytime it rains the hatch will open and faults out which ultimately causing it to not close or open tailgate fault shows up on the dash and does not function anymore do to water collecting in electrical module that controls hatch due to faulty design

NHTSA ID Number: 11575085

Incident Date March 2, 2024

Complaint Date March 2, 2024

Consumer Location Unknown

Vehicle Identification Number 5FNRL6H71JB****

Summary of Complaint

Rear tail gate will not open even manually due to water getting inside of control module due to faulty design which causes water to go into the module and fry it would open and close randomly when it would rain now it has stopped working all together no indicator on dash anymore I guess this last rain finished it off terrible design very disappointing with Honda this is a major issue that needs to be fixed

NHTSA ID Number: 11575401

Incident Date February 13, 2024

Complaint Date March 4, 2024

Consumer Location LOWGAP, NC

Vehicle Identification Number 5FNRL6H70KB****

Summary of Complaint

My Honda odyssey 2019 started with issues turning all bunch of light in the dash, the brake system light, the road departure mitigation system light, keyless remote not working properly had to press 2 times to turn on or off, battery will drain and not work properly. The keyless fob will not unlock the car, the back sliding doors would not open at all. My car left me 2 times and I had to call geico for road assistance. I took it to the closest dealer to get it checked they thought it was the battery so we had warranty on it and they replaced it. They thought the problem was fix but again all lights came back again. This happened 3 times in the nissan dealer. This past month and a half I have being dealing with my vehicle. So this weekend we decided to take it to the Honda dealer that's 1hr away from my home, with all the lights on again, scare that she would turn off on the highway. No turn light signals working, no hazard lights working either. Finally today I got an answer from the dealer they said that the cars tailgate left side factory seal, that's like a rubber its falling off little by little and it messed up the computer that's next to the back left panel of the driver side. They say that this is wear but I have heard of too many vehicles being damage on the same spot and it starts with the tailgate. They want to charge me \$673.89 to replace the tailgate control unit and that if that didn't fix the problem that I had to rewired the vehicle again and that was going to be \$4790.78. I would love to see Honda to do a recall on this, this is something that has to do with factory issue, I don't think owners should pay for something wrong they are doing while building this mini vans. I have warranty on the vehicle and they are saying that would not cover the repair because its a water damage. This keeps happening to almost all the Honda mini vans. Pls do the search and you will see many people complaining about it. Thank you!

NHTSA ID Number: 11575964

Incident Date March 6, 2024

Complaint Date March 7, 2024

Consumer Location METUCHEN, NJ

Vehicle Identification Number 5FNRL6H75JB****

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33 WEST MISSION STREET, SUITE 201
SANTA BARBARA, CALIFORNIA 93101

Summary of Complaint

Hello, my name is [XXX] . I have a 2018 Honda Odyssey that I bought brand new 6 years ago from Open Road Honda in Edison, New Jersey. We received a notification of the tailgate malfunctioning out of the blue yesterday evening. It was raining the whole day yesterday. Upon checking the internet, we found this to be an issue faced by multiple Honda Odyssey owners and a dedicated thread discussing this in the Honda Odyssey Forum. Link to it is here: [XXX] After doing a little bit more research, we found a potential problem to be a malfunction due to water going into power tailgate module and this could be caused by some welding defects from Honda. We decided to remove the fusebox cover in the back left of the car (driver side) and found that there was water inside. We have sent the car to our mechanic to resolve the issue. Please see pictures and video attached for your review. This also has the VIN number for our car. But, since this seems to be a manufacturing defect and it is going to cost a lot to fix, we would appreciate Honda taking action on this. We would like to take this to a dealership for issue resolution with Honda facilitating and paying for the repairs since it is a manufacturing defect. Please advise us on next steps. Thanks, [XXX] INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

NHTSA ID Number: 11576494

Incident Date March 5, 2024

Complaint Date March 10, 2024

Consumer Location SENOIA, GA

Vehicle Identification Number 5FNRL6H77JB****

Summary of Complaint

There is an electrical drain causing the battery to drain to the point where it will not start. Alternator was replaced, then the issue persisted. Most recent problem include the power tailgate opening on its own. Rear power tailgate issue. The rear tailgate will attempt to open while driving, but the warning sound chimes and alerts to the problem. If the vehicle is left unlocked the tailgate will open itself. The power tailgate button in the driver seat does not work. The close button on the bottom of the door is illuminated (has power) but will not close the door. The soft rubber button above the license plate will engage the motor to lift the tailgate, but not to close it. Others have filed complaints about a water leak impacting the rear control board and causing it to fail. Leak may be from the fin on the roof or related to the cracking and rotting seal on the bottom of the rear windshield.

NHTSA ID Number: 11576998

Incident Date January 26, 2024

Complaint Date March 12, 2024

Consumer Location PORTLAND, OR

Vehicle Identification Number 5FNRL6H58JB****

Summary of Complaint

Our Tailgate is having an issue that triggered a safety issue with my wife driving on a highway then 3 lights popped up and car entered a limp mode. transmission issue, emissions issue, tailgate issue since then car is behaving normally but the tailgate latch is opening when we start the van and not working from fob (unlock) or exterior tailgate button. I have read other owners having an issue where the tailgate control module is getting submerged by water causing the unit to short and cause these issues. A car entering limp mode on the highway poses a threat to our family and others, I hope to see a solution in the near future.

NHTSA ID Number: 11577896

Incident Date March 8, 2024

Complaint Date March 17, 2024

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33 WEST MISSION STREET, SUITE 201
SANTA BARBARA, CALIFORNIA 93101

Consumer Location MECHANICSVILLE, VA
Vehicle Identification Number 5FNRL6H76JB****

Summary of Complaint

A water leak above the tailgate control module flooded it to the point that it operated erratically and would raise and lower the tailgate randomly or not work at all. I plan on replacing the module myself but will retain the old one. Anytime the entry or exit points on a vehicle open randomly cannot be a safe condition. The dealer charges \$130 for any inspection or diagnostic so no I am not paying them to tell me something is broken. The vehicle currently is showing a "Power Tailgate Problem" and a yellow box with "TAILGATE" in it on the dash display and is currently unresponsive to any input that would operate it: remote, tailgate buttons, and driver button. The power locking system is still operable. The Odyessy forums clearly describe multiple occurrences of this failure and the culprit is a water leak in rear window or rear section of roof trim strip on the drivers side. My module did have water in it when I opened the plastic case it is contained in. Cleaning and drying it restored operation for about 3 days. Thanks for your help!

NHTSA ID Number: 11578780

Incident Date March 1, 2024

Complaint Date March 21, 2024

Consumer Location GOODYEAR, AZ

Vehicle Identification Number 5FNRL6H53KB****

Summary of Complaint

Rear tailgate will occasionally pop open while driving for no reason. Often times when parked rear tailgate latch will not open it. Takes several attempts to get it open, sometimes have to open another door to get it to work.

NHTSA ID Number: 11578173

Incident Date March 2, 2024

Complaint Date March 18, 2024

Consumer Location GERMANTOWN, MD

Vehicle Identification Number 5FNRL6H78JB****

Summary of Complaint

After rain, the next day, I get error tailgate problem on my dashboard. I can no longer open it using my remote or from the front panel of my van. I saw many complaints of similar issue out there. This should have been a recall due to manufacture failure.

NHTSA ID Number: 11579605

Incident Date February 1, 2024

Complaint Date March 26, 2024

Consumer Location KINGSLEY, PA

Vehicle Identification Number 5FNRL6H84JB****

Summary of Complaint

Right Power door will not open or close with buttons or key fob. Must open/close manually. The doors are too hard to open manually for smaller children and even some adults making it a safety concern in case of emergency. This started intermittently a year ago and is now a constant. Tailgate has been opening and closing on its own, even when locked while parked as well as when the idle stop is activated while in drive. This is a concern that someone can get in the vehicle when unattended. It also shuts (and didn't stop) when someone was standing in the opening while removing something when it occurred. This started about a month ago. I was told to take it to a dealer and pay them to diagnose it. The dealers have a wait list and it's also not in my budget. These are real concerns and I feel Honda isn't taking ownership of the dangers.

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NHTSA ID Number: 11580032

Incident Date March 8, 2024

Complaint Date March 29, 2024

Consumer Location HANOVER, MD

Vehicle Identification Number 5FNRL6H75JB****

Summary of Complaint

Power Tailgate is not functioning and the trunk opens on its own. Yes, available for inspection. The trunk opening on its own puts the safety of everyone in the car at risk. I had the same issue 9 months ago, the dealer charged me \$1200 to fix it. The dealer inspected it and stated it was due to a water leak that damaged the control module for the Power Tailgate. Nothing prior, a "Power Tailgate Problem" warning appeared on the dashboard, and the Power Tailgate stopped working.

NHTSA ID Number: 11581763

Incident Date April 8, 2024

Complaint Date April 8, 2024

Consumer Location TIFFIN, IA

Vehicle Identification Number 5FNRL6H78JB****

Summary of Complaint

Water getting into rear liftgate control module. Had to replace seal and module.

NHTSA ID Number: 11582273

Incident Date April 7, 2024

Complaint Date April 11, 2024

Consumer Location EAU CLAIRE, WI

Vehicle Identification Number 5FNRL6H76JB****

Summary of Complaint

Water leaks into tailgate control module causing tailgate not to work. Replaced module, problem came back after 3 weeks. This is a common issue for the current generation Odyssey.

NHTSA ID Number: 11582291

Incident Date April 8, 2024

Complaint Date April 11, 2024

Consumer Location MINNEAPOLIS, MN

Vehicle Identification Number 5FNRL6H75JB****

Summary of Complaint

It is available for inspection on request. Lost blindspot info, lost use of turn indicators, rear door hatch malfunction, several warnings flash up while driving. I was in a busy area and didn't have a way to signal my movements, screen flashing warnings was terrifying, the van felt like it might turn off at any moment. Before the most recent incident, we had brought the van to Honda dealer for repair, for similar issues that occurred at start-up, they found water in the power control unit in rear left area of van that caused corrosion and short-circuit. No body damage or alterations to vehicle. Replaced unit and after rainy weather problems recurred at start up and power down, then while driving, they tested the battery and it was almost dead (the battery was only 1 month old) replaced battery. Problems recurred and water found again. significant leak suspected but not found yet as the service department won't evaluate the seals, and told us it's a body-shop task. summary: intermittent left-side passenger door and rear hatch door malfunction, blind spot system warnings/loss, loss of turn indication, brake system warnings, other system warnings, difficulty starting the car and turning the car off, brand new battery drained while the car was parked and turned off. This manufacturing defect should be addressed by Honda, seals should not fail when exposed to regular conditions. Water should not enter the vehicle and short out an important

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1 component leading to several malfunctions that could cause loss of important systems
2 and rear-door latch while driving.

3 **NHTSA ID Number:** 11582804

4 **Incident Date** April 2, 2024

5 **Complaint Date** April 13, 2024

6 **Consumer Location** MINNEAPOLIS, MN

7 **Vehicle Identification Number** 5FNRL6H79JB****

8 **Summary of Complaint**

9 power tailgate control module fail due to water a leak in rear driver side area.

10 **NHTSA ID Number:** 11584161

11 **Incident Date** April 19, 2024

12 **Complaint Date** April 19, 2024

13 **Consumer Location** CARM, IL

14 **Vehicle Identification Number** 5FNRL6H74JB****

15 **Summary of Complaint**

16 There is water leaking through the seams of my Van from where it wasn't welded and
17 sealed properly, My tailgate opened on the highway today while I had my 7 kids in the
18 vehicle while it was pouring down rain. I could not get my tailgate to stay closed and
19 keep getting a power tailgate problem on my dashboard. My tailgate will no longer stay
20 latched it automatically opens on its own and refuses to stay shut. I looked at the control
21 module and it was completely soaked in water and can see the water leaking from the
22 top of my vehicle in between the exterior frame and the interior frame. There are holes
23 in the welding. They're quoting me almost \$1000 to fix the mistake they made while
24 manufacturing the vehicle. I currently have a bungie chord keeping my tailgate shut but
25 it continously beeps from where it's trying to open automatically. Definitely the scariest
26 day of my life today. This needs to be dealt with ASAP. Today could have been much
27 worse than it was. Honda needs to be held accountable before someone dies over this.
28 There is no reason why my tailgate should have automatically opened on the highway
doing 65mph with my 7 children in the car.

17 **NHTSA ID Number:** 11584215

18 **Incident Date** February 12, 2024

19 **Complaint Date** April 20, 2024

20 **Consumer Location** Unknown

21 **Vehicle Identification Number** 5FNRL6H71LB****

22 **Summary of Complaint**

23 Power tailgate module exposed to water due to manufacturer defect in sealing above
24 module. causing various electrical systems to fail including safety features. I do have
25 the damaged module. Tailgate opened and wouldn't close, when car in motion. Unable
26 to use vehicle, the amount of electric items, due to fear brakes or transmission would
27 fail while driving minivan full of young children Vehicle had warning light shortly after
28 heavy rain. Was intermittent.

23 **NHTSA ID Number:** 11585688

24 **Incident Date** March 19, 2024

25 **Complaint Date** April 28, 2024

26 **Consumer Location** ABINGDON, MD

27 **Vehicle Identification Number** 5FNRL6H70KB****

28 **Summary of Complaint**

The vehicle's tailgate stopped working and a series of distracting alerts repeatedly
popped up on the instrument panel. Upon inspection, the liftgate control module had a
significant amount of corrosion on the pins and on the circuit board itself, despite the

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surrounding area seeming dry. Replacement of the control module did not completely fix the problem because the connector pins are corroded and dirty.

NHTSA ID Number: 11587814

Incident Date March 29, 2024

Complaint Date May 9, 2024

Consumer Location CARNEGIE, PA

Vehicle Identification Number 5FNRL6H75KB****

Summary of Complaint

Water leaked into the back of my van through the plastic molding at the top of the lift gate. I was told the water ruined the control module. The part I was told would run \$850 to replace. I looked the control module online at a genuine Honda parts catalogue & it's \$121. They tell me there is no guarantee that this will work. If it does not, then they recommend the replacement of the rear wiring harness which lists at the same Honda parts site for \$2,101.64 but this dealership wants to charge \$8,500 plus \$900 for new carpeting. Looking at the auto blogs, it seems that this is a recurring issue with the 2018-2019 Odysseys.

NHTSA ID Number: 11588416

Incident Date May 13, 2024

Complaint Date May 13, 2024

Consumer Location FLEMING ISLAND, FL

Vehicle Identification Number 5FNRL6H73KB****

Summary of Complaint

What component or system failed or malfunctioned, and is it available for inspection upon request? the tailgate will not open. Yes, I can have it inspected. How was your safety or the safety of others put at risk? This limits the ability to use the tailgate. Has the problem been reproduced or confirmed by a dealer or independent service center? I have brought the car into the dealership to fix the tailgate. The motor was replaced and they stated they sealed the back to prevent water from getting in. It has since broken again and currently it will not open. Has the vehicle or component been inspected by the manufacturer, police, insurance representatives or others? The first time it broke the dealership inspected and fixed the problem. It is now broken again and I haven't brought it into the dealership yet. Were there any warning lamps, messages or other symptoms of the problem prior to the failure, and when did they first appear? I got a tailgate error multiple times, also the battery was draining really quickly - which I think was due to the trunk issue.

NHTSA ID Number: 11591001

Incident Date May 27, 2024

Complaint Date May 28, 2024

Consumer Location FORT MITCHELL, AL

Vehicle Identification Number 5FNRL6H7XJB****

Summary of Complaint

Power tailgate issue continues to happen. The module is somehow getting water damage and shorting out. This is the second time in a year that I have to replace the module. I can't even manually open my trunk without having to climb through the car and undo the latch from the inside

NHTSA ID Number: 11592225

Incident Date May 28, 2024

Complaint Date June 3, 2024

Consumer Location HAMPTON, VA

Vehicle Identification Number 5FNRL6H72JB****

Summary of Complaint

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1 The Control Module for the Power Tailgate experienced total failure due to water
2 damage, documented by the servicing dealership (attached service invoice) and
3 demonstrated by the attached photos. The point of water intrusion could not be
4 determined definitively, but cracks in the bonding location between the roof, rear
5 driver's side exterior D-pillar panel, and tailgate surround are the likely culprit (photos
6 attached). Failure of the Module resulted in an unusable tailgate, except for a single
7 manual lever on the inside of the vehicle, accessible behind a piece of plastic. It also
8 resulted in a ceaseless, loud, constant beeping on both the inside and outside of the
9 vehicle when traveling at over 1 mph. This vehicle has never experienced an accident.

6 **NHTSA ID Number:** 11593386

Incident Date April 12, 2024

7 **Complaint Date** June 10, 2024

Consumer Location BATON ROUGE, LA

8 **Vehicle Identification Number** 5FNRL6H74KB****

Summary of Complaint

9 A water leak has ruined TWO power liftgate control modules. The water leak probably
10 comes from the roof or driver rear window welds. I replaced one module two months
11 ago and the new one has also malfunctioned due to water intrusion. This causes the
12 liftgate to be stuck open or closed and could potentially open when driving!

11 **NHTSA ID Number:** 11593412

12 **Incident Date** March 3, 2024

Complaint Date June 10, 2024

13 **Consumer Location** SEATTLE, WA

Vehicle Identification Number 5FNRL6H76KB****

14 **Summary of Complaint**

15 The issue I am experiencing is a power tailgate control module failure, specifically part#
16 74970-THR-A12. The part is located on the driver side rear, and the issue appears to be
17 due to a water leak coming between body seams and slowly dripping down into the
18 module. Over time the water damage seeps into the control module casing and causes
19 corrosion on the circuit board. This, then, renders the power tailgate inoperable. In my
20 case, it just suddenly stopped working. A couple weeks, while the tailgate still did not
21 work, I did receive a message saying "tailgate open" while I was driving. But, that issue
22 went away on its own, and the tailgate didn't appear to actually be open. It is unclear if
23 this type of electrical failure could also cause a tailgate to open unexpectedly while
24 driving. Looking up this issue online, it appears that many other Odyssey owners have
25 experienced the exact same issue (water leak and corrosion on control module). This
26 should be considered for a recall given that so many drivers have experienced the exact
27 same issues under the exact same circumstances. It seems like the issue could be solved
28 by simply determine where the leak is occurring from. While my Odyssey is still under
an extended warranty, the dealer charges to perform a diagnostic do not make it
worthwhile for me to have them determine if it is covered, and I will choose to replace
the part on my own. Below I have attached 4 photos showing my specific circuit board
with water damage, plus the area in which the control module sits in the car, where you
can see rust due to water seepage. I also experienced rapid and sudden battery drain in
the past, and others in the forums that experienced this tailgate issue have also noted
that they believe it may be related. Even after I replace the part, I am afraid of the issue
reoccurring and/or the water leaks creating additional electrical problems in the car.

26 **NHTSA ID Number:** 11593819

Incident Date June 10, 2024

27 **Complaint Date** June 12, 2024

Consumer Location VIRGINIA BEACH, VA

28 **Vehicle Identification Number** 5FNRL6H71JB****

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Summary of Complaint

Water intrusion is causing failure of my liftgate module. The maintenance shop has identified this as the issue. After doing some research, this appears to no be a one time situation as i have read of several other owners experiencing the same issue. Lift gate is not opening and potential of liftgate opening uncommand due to module failure.

NHTSA ID Number: 11594385

Incident Date June 14, 2024

Complaint Date June 14, 2024

Consumer Location PALM SPRINGS, FL

Vehicle Identification Number 5FNRL6H77JB****

Summary of Complaint

The Control Module for the Power Tailgate experienced total failure due to water damage, documented by the servicing dealership (attached service invoice) and demonstrated by the attached photos. The point of water intrusion could not be determined definitively, but cracks in the bonding location between the roof, rear driver's side exterior D-pillar panel, and tailgate surround are the likely culprit (photos attached). Failure of the Module resulted in an unusable tailgate, except for a single manual lever on the inside of the vehicle, accessible behind a piece of plastic. It also resulted in a ceaseless, loud, constant beeping on both the inside and outside of the vehicle when traveling at over 1 mph. This vehicle has never experienced an accident.

NHTSA ID Number: 11597496

Incident Date June 22, 2024

Complaint Date June 28, 2024

Consumer Location LOXAHATCHEE, FL

Vehicle Identification Number 5FNRL6H71JB****

Summary of Complaint

During my recent recall repair by Ed Morse Honda in Riviera Beach, FL, I was advised that the rear tailgate sensor was reported as "wet". I do the maintenance myself, so I passed on a repair at that time by the dealer. Today, I researched what might have failed both online and with my Alldatadiy subscription, and accessed the part. Indeed, the Liftgate Control Module was molded and need of repair/ replace. However, I have grandchildren now, and during the removal - realized that in a water accident or other hazard where power is lost, there is NO WAY for rear passengers to exit the van by the rear tailgate. There is NO readily accessible latch or pull to open the tailgate from the inside, and NO key nor latch available from the outside for outside assistance. Additionally, if a child is in need of exiting the rear tailgate, there is NO child safety pull to allow them to exit. During my research on how to repair the vehicle, I saw that this is an ongoing issue for this model of Honda. I like my 2018 Honda Odyssey very much, it is my second Odyssey (the first was totaled in a T-bone accident, where both wife and daughter walked away), but I believe a recall is needed for the water issue affecting the Tailgate Control Board for the short term, and safety mechanisms added for the long term. Note: I have images, but the web site is NOT allowing uploads of any .jpg nor .pdf's at this time.

NHTSA ID Number: 11603270

Incident Date July 18, 2024

Complaint Date July 18, 2024

Consumer Location WARNER ROBINS, GA

Vehicle Identification Number 5FNRL6H79KB****

Summary of Complaint

The power tailgate would open, then after opening, the tailgate may slowly sag down. Then it automatically closes within seconds. When going down to close, it beeps loudly.

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NHTSA ID Number: 11604132

Incident Date July 18, 2024

Complaint Date July 23, 2024

Consumer Location FREEPORT, FL

Vehicle Identification Number 5FNRL6H7XJB****

Summary of Complaint

Vehicle stalls when pulling out into traffic! Terrifying with my 6 kids and I'm immediately getting rid of this vehicle. Tried to have the fuel pump (current recall) replaced but Honda dealership has the vehicle for 6 DAYS! and still didn't have the part in. Upon dropping the vehicle off the tailgate lift would not work properly. This van is a load of garbage since they started using so many modules to control it! Extremely disappointed in Honda. They know all of these faulty parts and don't care enough to fix them for the safety of the consumer. Absolutely horrifying the direction of the automobile industry

NHTSA ID Number: 11604172

Incident Date July 23, 2024

Complaint Date July 23, 2024

Consumer Location JONESBORO, GA

Vehicle Identification Number 5FNRL6H78JB****

Summary of Complaint

Tailgate malfunction due to water seeping through tailgate resulting in tailgate module to stop working.

NHTSA ID Number: 11606778

Incident Date July 29, 2024

Complaint Date August 6, 2024

Consumer Location AUTRYVILLE, NC

Vehicle Identification Number 5FNRL6H72JB****

Summary of Complaint

Initial issue was that the power tailgate would not open at all. Took the vehicle to the dealership where they replaced the latch and the control unit that was completely fried. When I asked what could cause that, they said they didn't know. I already suspected water. Two days after picking the vehicle up from the dealership, the tailgate is now constantly opening and closing on its own. The only way to stop it is to turn off the vehicle and lock it. I searched online and found multiple posts from people with the exact same problem and almost all of them say it was water getting into the control unit. This poses an obvious safety concern since it could close on one of my kids. They would not be strong enough to stop it. I have reported the issue to Honda HQ and have recommended that the other people with the issue do the same.

NHTSA ID Number: 11608292

Incident Date August 12, 2024

Complaint Date August 13, 2024

Consumer Location ONTARIO, CA

Vehicle Identification Number 5FNRL6H9XJB****

Summary of Complaint

the right sliding door has had intermittent malfunction for years. often, the door will not work with an automatic function and must be pulled open or closed manually which is nearly impossible to accomplish. most often the right sliding door malfunction notification appears when driving at highway speeds which is extremely unsafe. this has been inspected by the dealership and no fix or resolution was provided. recently, all of the ADAS systems are intermittently malfunctioning. they work about 1 out of every 5 times the vehicle turns on LKAS, Auto Braking, Adaptive Cruise Control, are all affected. within the last week the internal camera system has been failing, audio stops

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1 working, and most importantly the rear hatch has been closing on its own while i am
2 standing underneath it loading the trunk. this is also very unsafe, it atleast beeps to warn
3 that it is closing but i sometimes barely have time to get out of the way. yesterday while
4 driving in the highway, two warnings appeared simultaneously for "transmission
5 system problem" and "blind spot notification system error". the vehicle started again
6 without the transmission system or blind spot error but i am very concerned about the
7 degrading electrical system issues that i have been experiencing with this family
8 oriented vehicle model.

5 **NHTSA ID Number:** 11608694

6 **Incident Date** June 15, 2024

7 **Complaint Date** August 15, 2024

8 **Consumer Location** HOUSTON, TX

9 **Vehicle Identification Number** 5FNRL6H74KB****

10 **Summary of Complaint**

11 It is very common problem with 2018-2023 honda odyssey. Water leaks inside from the
12 seam crack under roof drip trim. This water is dripping right on the tailgate control
13 electronic module. And module is short circuit and dead. Now tailgate is either stays
14 locked or stays open all the time as the latch is not operating at all. This is safety issue
15 as if tail gate is not latched properly it can be open while driving on the road. Also with
16 water leaking inside in trunk area it's a issue with growing mold under the carpet. It
17 shows error message on instrument panel about trouble with tailgate system.

12 **NHTSA ID Number:** 11610125

13 **Incident Date** August 22, 2024

14 **Complaint Date** August 22, 2024

15 **Consumer Location** WELLESLEY, MA

16 **Vehicle Identification Number** 5FNRL6H93LB****

17 **Summary of Complaint**

18 This model has had a recall of the wire being to short and having faulty connections. I
19 have replaced the wires module now 5 times . The last time it got replaced after a couple
20 of months the screen on the car has gone blank and now they tell me the whole computer
21 needs to be replaced. No LCD and no backup screen . This is absolutely ridiculous .
22 Anything that can be done this car seems to be a electrical disaster.

18 **NHTSA ID Number:** 11610612

19 **Incident Date** August 24, 2024

20 **Complaint Date** August 24, 2024

21 **Consumer Location** POWELL, OH

22 **Vehicle Identification Number** 5FNRL6H7XJB****

23 **Summary of Complaint**

24 My trunk was working anymore. I could not even open it manually. I had a shop that
25 only works on Acura's and Honda's look at it. The control module for the trunk was wet
26 and fried. I dont understand why it was wet in the first place since it was in seal box.
27 This should be a recall on it. Please see attach pictures. I paid \$669 to have them
28 replaced it.

24 **NHTSA ID Number:** 11610805

25 **Incident Date** August 12, 2024

26 **Complaint Date** August 26, 2024

27 **Consumer Location** IVANHOE, NC

28 **Vehicle Identification Number** 5FNRL6H78JB****

Summary of Complaint

There is a water leak in the body of the van (where the top and side are welded together).
The water has caused damage to the electrical panel that controls the back door/liftgate.

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1 The water damage is also shorting out and causing electrical damage and the battery to
2 die very often. I have noticed many complaints about this. I believe this should be a
3 recall because it is a flaw in the making of the vehicle and nothing I could have done to
prevent it.

4 **NHTSA ID Number:** 11616232

Incident Date July 27, 2024

Complaint Date September 24, 2024

Consumer Location RICHMOND HILL, NY

Vehicle Identification Number 5FNRL6H77JB****

6 **Summary of Complaint**

7 The tailgate malfunctions and the car does not register the tailgate as closed even if it is
8 closed. The power tailgate ceases to be operational and the locks do not work. The cause
9 is a defect in a seam which allows rain water to reach the control unit for the tailgate.
10 This was confirmed after an inspection at an official Honda dealer. This is a safety issue
because it renders the car inoperable. The "tailgate open" warning signs and sounds
flash. There is currently a Honda "Engineering Request for Investigation" released. It
can be accessed at the following link: [XXX] INFORMATION REDACTED
PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.
552(B)(6)

11 **NHTSA ID Number:** 11616819

12 **Incident Date** September 26, 2024

Complaint Date September 27, 2024

13 **Consumer Location** ALLENTOWN, PA

Vehicle Identification Number 5FNRL6H74JB****

14 **Summary of Complaint**

15 What component or system failed or malfunctioned, and is it available for inspection
upon request? TAILGATE STOPPED OPENING AND THEN OPENED
UNEXPECTANTLY; VEHICLE IS AVAILABLE FOR INSPECTION How was your
16 safety or the safety of others put at risk? TAILGATE OPENED WHILE DRIVING Has
the problem been reproduced or confirmed by a dealer or independent service center?
17 NO Has the vehicle or component been inspected by the manufacturer, police, insurance
representatives or others? NO Were there any warning lamps, messages or other
18 symptoms of the problem prior to the failure, and when did they first appear?
WARNING ALERT THAT TAILGATE HAD FAILED AND WARNING WENT
19 AWAY APPROXIMATELY 12 HOURS BOFORE TAILGATE UNEXPECTANTLY
OPENED.

20 **NHTSA ID Number:** 11619349

21 **Incident Date** June 1, 2024

Complaint Date October 11, 2024

22 **Consumer Location** OLNEY, MD

Vehicle Identification Number 5FNRL6H70JB****

23 **Summary of Complaint**

24 Rear tailgate is inoperable because of water damage. The rear driver side seatbelt is wet,
the floor of the trunk is wet, the water damaged the control module for the rear tailgate,
it does not open.

25 **NHTSA ID Number:** 11619636

26 **Incident Date** December 1, 2022

Complaint Date October 14, 2024

27 **Consumer Location** TALLAHASSEE, FL

Vehicle Identification Number 5FNRL6H78JB****

28 **Summary of Complaint**

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1 This Honda Odyssey 2018 model has leak water on rear corner. You have to find out
2 where is leaking and fix it, if you don't fix water leak after you install new control unit
it will happen again . To find out where is leaking is a major problem. Honda DO NOT
recall on it

3 **NHTSA ID Number:** 11620247
4 **Incident Date** October 10, 2024
5 **Complaint Date** October 16, 2024
6 **Consumer Location** SARASOTA, FL
7 **Vehicle Identification Number** 5FNRL6H74JB****
8 **Summary of Complaint**

9 After weathering hurricane Milton, the rear liftgate on my 2018 Honda Odyssey will
10 not open. No apparent damage was done to the vehicle, however after starting the van,
the dash stated there is a power liftgate issue. This warning was not present before. After
11 doing some research the issue appears to be the tailgate control module, as many other
people have found this to be the case. Some people have said to open the tailgate from
the inside using the manual latch. However, in my case after attempting to do so, the
door remains stuck. A lot of people have pointed to water intrusion as the reason for a
faulty Tailgate Control Module. If I am able to open the liftgate manually I intend to
replace the faulty module.

12 **NHTSA ID Number:** 11620750
13 **Incident Date** September 23, 2023
14 **Complaint Date** October 19, 2024
15 **Consumer Location** NORTH FORT MYERS, FL
16 **Vehicle Identification Number** 5FNRL6H78KB****
17 **Summary of Complaint**

18 The Tailgate Control Module failed on three different occasion on my 2019 Honda
Odyssey mini van causing the tailgate to fail to be opened by fob or manually. This was
caused by water leaking through the roof rail where there was a failure by the
manufacturer to properly seal the area between the roof and body.I have two of the
failed TCMs in my possession.On 2 different occasions the tailgate flew opened as I
was driving at approximately 55 mph.At that time the tailgate could not be closed
entirely and caused my battery to run down entirely.The problem has been confirmed
by the local Honda dealership and another independent service center.A warning and
beeping noice came on as the first sign of the problem.I have photos of the crack and
what was done to try to remediate the problem.This problem has been recognized and
occurred to many other owners of 2018 - present day Honda Odyssey mini vans.

21 **NHTSA ID Number:** 11623820
22 **Incident Date** November 1, 2024
23 **Complaint Date** November 6, 2024
24 **Consumer Location** Unknown
25 **Vehicle Identification Number** 5FNRL6H71KB****
26 **Summary of Complaint**

27 The power lift gate would not open with the button on the dash, the button on the door,
or the button on the key fob. The only way I could open it was to crawl in the back of
the van, remove the access panel for the lock mechanism, and use the lever to unlock
the door. Upon troubleshooting the problem, it was determined that the power lift gate
control module needed to be replaced. That fixed the issue, however Upon inspection
on the old module, which is located inside the vehicle, behind the driver rear quarter
interior panel, there was obvious signs the failure was due to severe water damage
intrusion into the module.

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1 **NHTSA ID Number:** 11627867
2 **Incident Date** November 27, 2024
3 **Complaint Date** November 28, 2024
4 **Consumer Location** KAILUA KONA, HI
5 **Vehicle Identification Number** 5FNRL6H76KB****

6 **Summary of Complaint**

7 Driver side rear frame next to tailgate has some holes at the welding site that allowed
8 water to get in between the frame and the interior of the car and have fried the power
9 tailgate module. I have had to purchase a new power tailgate module due to this

10 **NHTSA ID Number:** 11629098
11 **Incident Date** December 4, 2024
12 **Complaint Date** December 5, 2024
13 **Consumer Location** WETUMPKA, AL
14 **Vehicle Identification Number** 5FNRL6H7XJB****

15 **Summary of Complaint**

16 I just had several recalls completed on my van. The issue that they couldn't fix (which
17 I have seen on so many message boards) my car stalls when starting from a stop. If I'm
18 at a stop sign and press the gas nothing happens for 2-3 seconds and then it will catch
19 and take off throwing everything in the car and the people forward. It is terrifying! I've
20 had it happen with cars approaching and just been a sitting duck, thank the Lord it
21 engaged in time. This seems to be a very prevalent issue and I don't understand why a
22 recall hasn't been done before someone dies. My trunk also doesn't work automatically
23 anymore and they said I had a leak that would be \$300 to diagnose and \$500 to fix. I
24 know ther are lawsuits for both of these issues. Recalls need to be issued.

25 **NHTSA ID Number:** 11629862
26 **Incident Date** December 5, 2024
27 **Complaint Date** December 10, 2024
28 **Consumer Location** WATCHUNG, NJ
29 **Vehicle Identification Number** 5FNRL6H72JB****

30 **Summary of Complaint**

31 My power tailgate stopped working after heavy rain. Based on online research this is a
32 known issue due to faulty roof sealing and water infiltration, leading to tailgate module
33 corrosion. The issue was confirmed by dealership diagnostics. They confirmed module
34 corrosion and water infiltration. Offering replacement and resealing at \$1069.
35 [https://www.carscoops.com/2024/11/honda-being-sued-because-some-odysseys-may-](https://www.carscoops.com/2024/11/honda-being-sued-because-some-odysseys-may-have-a-leaky-tailgate-than-can-open-at-anytime/)
36 [have-a-leaky-tailgate-than-can-open-at-anytime/](https://www.carscoops.com/2024/11/honda-being-sued-because-some-odysseys-may-have-a-leaky-tailgate-than-can-open-at-anytime/)

37 **NHTSA ID Number:** 11630901
38 **Incident Date** December 15, 2024
39 **Complaint Date** December 16, 2024
40 **Consumer Location** PORTAGE, MI
41 **Vehicle Identification Number** 5FNRL6H74JB****

42 **Summary of Complaint**

43 My 2018 Honda odyssey EX-L had a power tailgate failure. It looks like the controls
44 module has experienced water damage from a water leak. An independent service center
45 has confirmed the issue. There was no warning before it happened and it is a safety
46 issue as my tail gate cannot Be securely closed. This water leak looks to be manufacturer
47 error.

48 **NHTSA ID Number:** 11632574
49 **Incident Date** December 21, 2024
50 **Consumer Location** GARDEN CITY, NY

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Vehicle Identification Number 5FNRL6H7XJB****

Summary of Complaint

Our 2018 Honda Odyssey minivan had water leaks intruding and collecting into the power tailgate control module on the driver-side rear compartment causing the tailgate to become nonfunctional and not lock properly or open/close appropriately leading to a major safety issue where the tailgate may open or even not close during movement of the vehicle leading to significant risk to passengers with respect to accident or bodily injury. This power tailgate issue appears to be caused by defective rear body seam seals from the manufacturer that allows water to leak into the rear driver's side panels and intrude into the module leading to damage and destruction of the module circuit board. I have needed to purchase a replacement for the module (~\$200) and I have provided photos to show the water damage

NHTSA ID Number: 11632574

Incident Date December 21, 2024

Complaint Date December 27, 2024

Consumer Location GARDEN CITY, NY

Vehicle Identification Number 5FNRL6H7XJB****

Summary of Complaint

Our 2018 Honda Odyssey minivan had water leaks intruding and collecting into the power tailgate control module on the driver-side rear compartment causing the tailgate to become nonfunctional and not lock properly or open/close appropriately leading to a major safety issue where the tailgate may open or even not close during movement of the vehicle leading to significant risk to passengers with respect to accident or bodily injury. This power tailgate issue appears to be caused by defective rear body seam seals from the manufacturer that allows water to leak into the rear driver's side panels and intrude into the module leading to damage and destruction of the module circuit board. I have needed to purchase a replacement for the module (~\$200) and I have provided photos to show the water damage.

NHTSA ID Number: 11633116

Incident Date December 29, 2024

Complaint Date December 30, 2024

Consumer Location COMMACK, NY

Vehicle Identification Number 5FNRL6H78KB****

Summary of Complaint

Leak in roof rail seam causes interior water leak and fried liftgate opener. Known issue manufacturer is not willing to address. Recent class action: [XXX] INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

NHTSA ID Number: 11633401

Incident Date December 23, 2024

Complaint Date December 31, 2024

Consumer Location SNELLVILLE, GA

Vehicle Identification Number 5FNRL6H72JB****

Summary of Complaint

The rear tailgate stopped working. Upon investigation, there is structural issue with the body. There are holes near rear tailgate which allows to water to pass through. The water has damaged the rear tailgate motor and now the door is inoperable. This has been a common issue with Odyssey minivans 2018 and newer model. We have contacted honda regarding the issue and they refuse to accept any liability regarding the body defects.

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NHTSA ID Number: 11634642

Incident Date July 1, 2023

Complaint Date January 7, 2025

Consumer Location BATON ROUGE, LA

Vehicle Identification Number 5FNRL6H74KB****

Summary of Complaint

The latch system on the back hatch has a defect that allows water intrusion which shorts out the electrical board, and renders it unusable. It has randomly opened while driving. Now, the hatch will not manually open even when you take off the handle from the inside. It is a safety issue, and while searching for answers, you can see that this is a universal issue. The Honda dealership confirmed that this is an issue, and the fix is well over \$1,000. There were no warnings about this, even when it randomly opened on its own and wouldn't shut. This has been an ongoing issue since we purchased the vehicle in 2023. It is available for inspection.

NHTSA ID Number: 11635334

Incident Date December 28, 2024

Complaint Date January 10, 2025

Consumer Location SAN JOSE, CA

Vehicle Identification Number 5FNRL6H78MB****

Summary of Complaint

On 28-Dec-2024 I noticed the power tailgate stopped working on my 2021 Honda Odyssey. I tried to press the power tailgate button on the key fob, the button on the driver's side control panel, and the button on the tailgate itself, but none of them works. I did some research online and found out it's a common problem in 2018 to 2021 models and the cause was the failed Power Tailgate Control Unit due to water leakage through the cracks on the vehicle body. I opened mine and found there was water in the control unit box which might have caused short on the circuit board. I bought a new control unit a week later and it fixed the issue.

NHTSA ID Number: 11635802

Incident Date December 29, 2024

Complaint Date January 14, 2025

Consumer Location WEST POINT, NY

Vehicle Identification Number 5FNRL6H73JB****

Summary of Complaint

The seam seals on the rear driver's quarter panel of the vehicle are faulty and allowed water to flow into the cabin of the vehicle. The resulting damage was loss of function to the rear power lift gate, front seats, remote start and other key fob functions, as well as a dead battery(assumedly due to arcing on wet circuitry). The damage rendered the lift gate inoperable as I it initially closed but came open during operation. We continued to receive a power lift gae problem on the "Heads Up Display" but the power gate would not open or close, electrically or manually. After a few days the gate opened but would not close, rendering the vehicle unsafe to operate. Furthermore, the battery was dead and would not start. Had this incident not occurred in our driveway we could have been susceptible to being stranded in sub-freezing temperatures with kids. The vehicle was taken to a dealer and they confirmed a roof leak was a cause of the water incursion. The power lift gate module and floor harness were damaged causing failures to lift gate operation and other electronics. It will cost \$7000 to have it repaired at the local Honda dealer. Pending completion of repairs and paperwork for submission.

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33 WEST MISSION STREET, SUITE 201
SANTA BARBARA, CALIFORNIA 93101

NHTSA ID Number: 11636739

Incident Date January 18, 2025

Complaint Date January 18, 2025

Consumer Location HOSCHTON, GA

Vehicle Identification Number 5FNRL6H70KB****

Summary of Complaint

Water intrusion near rear tailgate control box. The circuit board was ruined by water and the automatic tailgate was at first malfunctioning and then would not function at all. The circuit board had to be replaced.

NHTSA ID Number: 11639122

Incident Date January 3, 2025

Complaint Date January 28, 2025

Consumer Location WEST CHESTER, OH

Vehicle Identification Number 5FNRL6H77JB****

Summary of Complaint

The Tailgate Control Module (TCM) was infiltrated with water due to a crack in the seam on the rear driver side panel. This caused the tailgate to be unusable and no longer latch as a result of no power to the tailgate latch. The TCM (Part #: 74970-THR-A12) had to be replaced as well as all seams needed to be sealed.

NHTSA ID Number: 11639382

Incident Date January 9, 2025

Complaint Date January 29, 2025

Consumer Location BELLEVILLE, NJ

Vehicle Identification Number 5FNRL6H77JB****

My 2018 Honda Odyssey experienced a heavy snowfall in January 2025. The control panel displayed an alarm, Power Tailgate Problem, and the trunk door could not be opened. I asked a professional who pointed out that it is usually due to water intrusion into the control unit located on the rear driver's side body panel, which causes the tailgate to fail to open, close normally, or even open accidentally. They believe that this is a manufacturing defect caused by the manufacturer and there is a safety hazard.

NHTSA ID Number: 11640810

Incident Date December 3, 2024

Complaint Date February 5, 2025

Consumer Location CHAMPAIGN, IL

Vehicle Identification Number 5FNRL6H70JB****

Summary of Complaint

Leakage through the top driver's side pinch weld near the rear of the vehicle has allowed water to infiltrate the power tailgate control module and render it sporadically operable. This has affected the vehicle main computer, causing unreliable operation of powered vehicle exit doors.

NHTSA ID Number: 11641592

Incident Date February 7, 2025

Complaint Date February 9, 2025

Consumer Location HOUSTON, TX

Vehicle Identification Number 5FNRL6H77KB****

Summary of Complaint

I have had the trunk struts and power module replaced twice due to water leaks into the compute module of my trunk. It has cost me headaches and thousand of dollars to have it fixed. This issue should be recalled to fix and for a reseal of the trunk. My dash has a power lift gate error show up and will not open anymore. Also it will not stay open as well and slowly just close itself.

NHTSA ID Number: 11642166
Incident Date January 28, 2025
Complaint Date February 12, 2025
Consumer Location CONROE, TX
Vehicle Identification Number 5FNRL6H78KB****

Summary of Complaint

The power tail gate stopped working on 1/28/2025. After diagnosis the power tail gate and it's controls on passenger side rear control panel it is observed that there is water on the controls module. Part 74970-THR-A12Control Module for tailgate has been taken out and found that the water coming though it's sockets. The \$200 new control module will temporarily fix the issue but the defective rear body seam seals made of polyurethane that allow water to leak into the rear driver's side panels can cause the following issues. The tailgate opens and closes at random, The tailgate stays open or fails to close, Tailgate short circuits and causes a fire, Water leaks cause mold and rusting. I request Honda to take responsibility of the issue and fix the problem making sure it meet the safety standards.

NHTSA ID Number: 11643461
Incident Date February 14, 2025
Complaint Date February 18, 2025
Consumer Location OPELIKA, AL
Vehicle Identification Number 5FNRL6H7XLB****

Summary of Complaint

I have had 3 Power Tailgate modules fail due to water leaks in the rear panel or window of the vehicle. I have had 2 leaks repaired and two modules replaced within a 6 month period (June '24 and December '24). 6 weeks later (Feb 14, 2024) have had the 3 module fail due to water intrusion following a heavy rain.

137. Consumers have not just complained to NHTSA, as the internet is replete with other complaints from consumers, many of which detail their interactions with Defendants' authorized dealerships, and as such, Defendants have actual knowledge of these consumer complaints too.

138. On September 2, 2021, a user posted to an Odyssey owner's forum where they recounted their experience with a malfunctioning tailgate on their Class Vehicle.⁸ In addition to numerous posters indicating that the root cause was water intrusion, many posters stated they brought their Class Vehicle to Honda dealerships for diagnosis (e.g. on October 11, 2011: "Having the same issue and dealer replaced the control unit couple of times under warranty couple of months back. Now dealer is giving up saying water leak coming from some where and asking to take it to body shop. Anyone know where is the exact leak for this issue? Looks like it more a design flaw and safety issue.").

⁸ <https://www.odyclub.com/threads/2018-ex-l-nav-res-power-tailgate-problem-error.365335/> (last visited February 28, 2025).

139. On February 4, 2022, a user posted to an Odyssey owner’s forum where they recounted their experience with the malfunctioning tailgate on their Class Vehicle which was opening on its own. The user relays that they had been to the Honda dealership twice regarding the issue.⁹ Numerous users posted that the root cause was likely water intrusion into the tailgate control module, and a number of posters indicated that they had the same issue and reported it to Honda’s corporate customer service as well as Honda’s dealerships.

140. Despite Honda’s knowledge of the Sealant Defect, one owner of a Class Vehicle was quoted over \$8,000 for the necessary repairs in January of 2024 by an authorized Honda dealership.¹⁰ Other posts indicate similar quotes from authorized Honda dealerships.¹¹

141. Reddit users have recounted similar issues and likewise notified Honda’s authorized dealerships regarding the issues. One poster had the issue occur and took the vehicle back to the Honda dealership, which “discovered that the roofline seam above the lift rear window in front of the liftgate was leaking.”¹² Other posters in the same thread also reported similar experiences with the Sealant Defect at Honda’s authorized dealerships. Additional Reddit posts were made regarding the Sealant Defect that similarly state the issue was diagnosed by Honda’s authorized dealerships.¹³ Another

⁹ <https://www.odyclub.com/threads/power-tailgate-issue-2018-exl-safety-concern.367379/> (last visited February 28, 2025).

¹⁰ <https://www.odyclub.com/threads/over-8000-repair-bill-2018-honda-ex-l-for-power-tailgate-failure-and-other-issues-do-not-buy-a-2018-odyssey-i-now-hate-honda-for-life.376178/> (last visited February 28, 2025).

¹¹ <https://www.odyclub.com/threads/2018-power-tailgate-failure-dead-battery-from-body-leak.371746/page-2> (last visited February 28, 2025).

¹² https://www.reddit.com/r/HondaOdyssey/comments/19eeatk/water_leakerratic_electrical_issues/ (last visited February 28, 2025).

¹³ https://www.reddit.com/r/AskMechanics/comments/1c6euqy/honda_odyssey_2018_rear_tailgate_control_unit/ (last visited February 28, 2025);

https://www.reddit.com/r/HondaOdyssey/comments/1bcy08w/2020_power_tailgate_failure/

1 thread from three years ago states that the Honda dealership diagnosed the Sealant
2 Defect as a “manufacturer issue” that the owner had to bring their Class Vehicle in for
3 on two separate occasions.¹⁴

4 **CLASS ACTION ALLEGATIONS**

5 142. Plaintiffs bring this action on behalf of themselves, and on behalf of the
6 following nationwide class pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3).
7 Specifically, the nationwide class consists of the following:

8 **Nationwide Class:**

9 All persons or entities in the United States who are current or former owners
10 and/or lessees of a Class Vehicle (the “Nationwide Class”).

11 143. In the alternative to the Nationwide Class, and pursuant to Fed. R. Civ. P.
12 23(c)(5), Plaintiffs seek to represent the following state classes:

13 **California Class:**

14 All persons or entities who are: (1) current or former owners and/or lessees
15 of a Class Vehicle; and (2) reside in California or purchased a Class Vehicle
16 for primarily personal, family or household purposes, as defined by
17 California Civil Code § 1791(a), in California.

18 **Florida Class:**

19 All persons or entities in Florida who are current or former owners and/or lessees
20 of a Class Vehicle (the “Florida Class”).

21 **Maryland Class:**

22 All persons or entities in Maryland who are current or former owners and/or
23 lessees of a Class Vehicle (the “Maryland Class”).

24 **New Jersey Class:**

25 All persons or entities in New Jersey who are current or former owners and/or
26 lessees of a Class Vehicle (the “New Jersey Class”).

27 (last visited February 28, 2025);

28 https://www.reddit.com/r/HondaOdyssey/comments/1bqxofu/water_intrusionagain/ (last
visited February 28, 2025).

¹⁴ https://www.reddit.com/r/HondaOdyssey/comments/s90vqr/power_tailgate_issue/ (last
visited February 28, 2025).

Washington Class:

All persons or entities in Washington who are current or former owners and/or lessees of a Class Vehicle (the “Washington Class”).

144. Excluded from the Classes are Defendants, their affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change or expand the Class definitions.

145. Numerosity: Upon information and belief, the Classes are so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Classes are unknown at this time, such information being in the sole possession of Honda and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe that tens of thousands of Class Vehicles have been sold and leased in Florida and New Jersey, Washington, and hundreds of thousands nationwide.

146. Existence and Predominance of Common Questions of Fact and Law: Common questions of law and fact exist as to all members of the Classes. These questions predominate over the questions affecting individual Class members. These common legal and factual questions include, but are not limited to:

- a. whether the Class Vehicles suffer from the Sealant Defect;
- b. whether the defective sealant is common to all of the Class Vehicles;
- c. whether the Sealant Defect causes tailgate control modules in the Class Vehicles to fail;
- d. whether Defendants had a duty to disclose the Sealant Defect;
- e. whether Defendants knowingly failed to disclose the existence and cause of the Sealant Defect in Class Vehicles;
- f. whether Defendants’ conduct violates the California Consumers Legal Remedies Act;

- 1 g. whether Defendants' conduct violates the California Unfair Competition
2 Law;
3 h. whether Defendants' conduct violates the Florida Deceptive and Unfair
4 Trade Practices Act;
5 i. whether Defendants' conduct violates the Maryland Consumer Protection
6 Act;
7 j. whether Defendants' conduct violates the New Jersey Consumer Fraud
8 Act;
9 k. whether Defendants' conduct violates the Washington Consumer
10 Protection Act;
11 l. whether Defendants' conduct violates the Song-Beverly Consumer
12 Warranty Act for Breach of Implied Warranty;
13 m. whether, as a result of Defendants' omissions and/or misrepresentations of
14 material facts related to the Sealant Defect, Plaintiffs and members of the
15 Class have suffered ascertainable loss of monies and/or property and/or
16 value;
17 n. whether, as a result of Defendants' omissions and/or misrepresentations of
18 material facts related to the Sealant Defect, Plaintiffs and members of the
19 Class have suffered an increased cost of maintenance related to the Class
20 Vehicles; and
21 o. whether Plaintiffs and Class members are entitled to monetary damages
22 and/or other remedies and, if so, the nature of any such relief.

23 147. Typicality: Plaintiffs' claims are typical of the claims of the Classes since
24 Plaintiffs purchased a Class Vehicle with the Sealant Defect, as did each member of the
25 Class. Furthermore, Plaintiffs and all members of the Classes sustained monetary and
26 economic injuries including, but not limited to, ascertainable loss arising out of Honda's
27 wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf
28 of themselves and all absent Class members.

1 148. Adequacy: Plaintiffs are adequate representatives because their interests
2 do not conflict with the interests of the Classes that they seek to represent, they have
3 retained counsel competent and highly experienced in complex class action litigation,
4 and they intend to prosecute this action vigorously. The interests of the Classes will be
5 fairly and adequately protected by Plaintiffs and their counsel.

6 149. Superiority: A class action is superior to all other available means of fair
7 and efficient adjudication of the claims of Plaintiffs and members of the Classes. The
8 injury suffered by each individual Class member is relatively small in comparison to
9 the burden and expense of individual prosecution of the complex and extensive
10 litigation necessitated by Honda's conduct. It would be virtually impossible for
11 members of the Classes to individually and effectively redress the wrongs done to them.
12 Even if the members of the Classes could afford such individual litigation, the court
13 system could not. Individualized litigation presents a potential for inconsistent or
14 contradictory judgments. Individualized litigation also increases the delay and expense
15 to all parties, and to the court system, presented by the complex legal and factual issues
16 of the case. By contrast, the class action device presents far fewer management
17 difficulties, and provides the benefits of single adjudication, economy of scale, and
18 comprehensive supervision by a single court. Upon information and belief, members of
19 the Classes can be readily identified and notified based on, *inter alia*, Honda's vehicle
20 identification numbers (VINs), warranty claims, registration records, and the database
21 of complaints.

22 150. Injunctive Relief: Pursuant to Fed. R. Civ. P. 23(b)(2), Honda has acted or
23 refused to act on grounds generally applicable to the Classes, thereby making
24 appropriate final injunctive relief, corresponding declaratory relief, or final equitable
25 relief with respect to the class as a whole.

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VIOLATIONS ALLEGED

COUNT I

VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT, (“FDUTPA”)

Fla. Stat. §§ 501.201, *et seq.*

(By Plaintiff Freeman on Behalf of the Florida Class)

151. Plaintiff Freeman and the Florida Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

152. Plaintiff Freeman brings this claim on behalf of himself and on behalf of the Florida Class against Defendants.

153. The Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204(1). Defendants engaged in unfair and deceptive practices that violated the FDUTPA as described above.

154. Defendants engaged in “trade or commerce” in Florida within the meaning of the FDUTPA. *See* Fla. Stat. § 501.203(8).

155. Defendants caused to be made or disseminated through Florida and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendants, to be untrue and misleading to consumers, including Plaintiff Freeman and the other Florida Class Members and otherwise engaged in activities with a tendency or capacity to deceive.

156. In violation of the FDUTPA, Defendants employed unfair and deceptive acts or practices, fraud, false pretense, misrepresentation, or concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale and/or lease of Class Vehicles. Defendants knowingly concealed, suppressed and omitted materials facts regarding the

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1 Sealant Defect and misrepresented the standard, quality, or grade of the Class Vehicles,
2 which directly caused harm to Plaintiff Freeman and the Florida Class.

3 157. Defendants actively suppressed the fact that Class Vehicles contain the
4 Sealant Defect and present a safety hazard because of materials, workmanship, design,
5 and/or manufacturing defects. Further, Defendants employed unfair and deceptive trade
6 practices by failing to provide repairs of the Sealant Defect or replacement of Class
7 Vehicles due to the Defect within a reasonable time in violation of the FDUTPA.
8 Defendants also breached their warranties as alleged above in violation of the FDUTPA.

9 158. As alleged above, Defendants have known of the Sealant Defect contained
10 in the Class Vehicles for years. Prior to selling and leasing the Class Vehicles,
11 Defendants knew or should have known the Class Vehicles contained the Sealant Defect
12 due to pre-production testing, quality control audits, and failure mode analysis.
13 Defendants also should have known of the Defect from the complaints and service
14 requests they received from Class Members and dealers, from their own investigation,
15 and from repairs and/or replacements of the tailgate control module, and from other
16 internal sources. Defendants, nevertheless, failed to disclose and actively concealed the
17 dangers and risks posed by the Class Vehicles and the Defect.

18 159. Defendants' unfair and deceptive trade practices were likely intended to
19 deceive a reasonable consumer. Plaintiff Freeman and members of the Florida Class
20 had no reasonable way to know that the Class Vehicles contained the Sealant Defect,
21 were defective in workmanship and/or manufacture and posed a serious and significant
22 safety risk. Defendants possessed superior knowledge as to the quality and
23 characteristics of the Class Vehicles, including the Defect within their vehicles and its
24 associated safety risks, and any reasonable consumer would have relied on Defendants'
25 misrepresentations and omissions, as Plaintiff Freeman and members of the Florida
26 Class did.

27 ///

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1 160. Defendants intentionally and knowingly misrepresented material facts and
2 omitted material facts regarding the Class Vehicles and the Defect present in Class
3 Vehicles with an intent to mislead Plaintiff Freeman and the Florida Class.

4 161. Defendants knew or should have known that their conduct violated the
5 FDUTPA.

6 162. Defendants owed Plaintiff Freeman and the Florida Class a duty to disclose
7 the true safety and reliability of the Class Vehicles and the existence of the Defect
8 because Defendants, possessed exclusive knowledge of the Sealant Defect;
9 intentionally concealed and omitted the foregoing from Plaintiff Freeman and the
10 Florida Class, and made incomplete representations about the safety and reliability of
11 the foregoing facts generally, while purposefully withholding material facts from
12 Plaintiff Freeman and the Florida Class that contradicted these representations, *inter*
13 *alia*, that a Sealant Defect existed at the time of sale or lease.

14 163. Plaintiff Freeman and the other Florida Class Members have suffered an
15 injury in fact, including the loss of money or property, as a result of Defendants' unfair,
16 unlawful, and/or deceptive practices. In purchasing or leasing their Class Vehicles,
17 Plaintiff Freeman and the other Florida Class Members relied on the misrepresentations
18 and/or omissions of Defendants with respect to the safety and reliability of the Class
19 Vehicles. Defendants' representations were untrue because the Class Vehicles are
20 distributed with defective body seam seals that can cause failure of the tailgate control
21 module. Had Plaintiff Freeman and the other Florida Class Members known of the
22 Sealant Defect, they would not have purchased or leased their Class Vehicles and/or
23 paid as much for them. Accordingly, Plaintiff Freeman and the other Florida Class
24 Members overpaid for their Class Vehicles and did not receive the benefit of their
25 bargain.

26 164. All of the wrongful conduct alleged herein occurred, and continues to
27 occur, in the conduct of Defendants' businesses. Defendants' wrongful conduct is part
28

1 of a pattern or generalized course of conduct that is still perpetuated and repeated, both
2 in the state of Florida and nationwide.

3 165. Plaintiff Freeman, individually and on behalf of the other Florida Class
4 Members, requests that this Court enter such orders or judgments as may be necessary
5 to enjoin Defendants from continuing their unfair, unlawful, and/or deceptive practices
6 and to provide declaratory relief, attorneys' fees, and any other just and proper relief
7 available under the FDUTPA.

8 **COUNT II**
9 **BREACH OF EXPRESS WARRANTY**
10 **(On Behalf of the Nationwide and State Classes)**

11 166. Plaintiffs and the Classes incorporate by reference each preceding and
12 succeeding paragraph as though fully set forth at length herein.

13 167. Defendants expressly warranted that the Class Vehicles were of high
14 quality and, at a minimum, would actually work properly. Honda also expressly
15 warranted that it would repair and/or replace defects in material and/or workmanship
16 free of charge that occurred during the New Vehicle Limited Warranty and certified
17 pre-owned ("CPO") warranty periods.

18 168. Defendants breached these warranties by selling to Plaintiffs and Class
19 members the Class Vehicles with the Sealant Defect, which are not of high quality, and
20 which fail prematurely and/or fail to function properly.

21 169. As a result of the Defendants' actions, Plaintiffs and Class members have
22 suffered economic damages including but not limited to costly repairs, loss of vehicle
23 use, substantial loss in value and resale value of the vehicles, and other related damage.

24 170. Defendants' attempt to disclaim or limit these express warranties vis-à-vis
25 consumers is unconscionable and unenforceable under the circumstances here.
26 Specifically, Defendants' warranty limitations are unenforceable because it knowingly
27 sold a defective product without informing consumers about the manufacturing and/or
28 material defect. Furthermore, Defendants continue to charge Class members for both

1 replacing the tailgate control module and for repairing the defective body seam seal –
2 if it repairs it at all – when in fact such repairs are actually necessitated because of
3 Defendants’ defective product.

4 171. The time limits contained in Defendants’ warranty periods were also
5 unconscionable and inadequate to protect Plaintiffs and members of the Class. Among
6 other things, Plaintiffs and Class members had no meaningful choice in determining
7 these time limitations, the terms of which unreasonably favored Defendants. A gross
8 disparity in bargaining power existed between Honda and the Class members, and
9 Honda knew or should have known that the Class Vehicles were defective at the time
10 of sale and would fail well before their useful lives.

11 172. Plaintiffs provided written notice of Honda’s breach of warranties, as well
12 as the other claims asserted herein, on October 21, 2024, February 21, 2025, and
13 February 26, 2025.

14 173. Plaintiffs and the Class members have complied with all obligations under
15 the warranties, or otherwise have been excused from performance of said obligations as
16 a result of Defendants’ conduct described herein.

17 **COUNT III**
18 **BREACH OF IMPLIED WARRANTY**
19 **(On Behalf of the Nationwide and State Classes)**

20 174. Plaintiffs and the Class incorporate by reference each preceding and
21 succeeding paragraph as though fully set forth at length herein.

22 175. A warranty that the Class Vehicles were in merchantable condition is
23 implied by law.

24 176. These Class Vehicles, when sold and at all times thereafter, were not in
25 merchantable condition and are not fit for the ordinary purpose for which cars are used.
26 Specifically, the Class Vehicles are inherently defective in that there are defects in the
27 Class Vehicles’ body seam seals, which are not of high quality, and which fail
28 prematurely and/or fail to function properly.

177. Honda was provided notice of these issues by numerous informal and formal complaints filed against them, including the instant Complaint, and by numerous individual letters and communications sent by Plaintiffs and other Class members.

178. As a direct and proximate result of Defendant's breach of the warranties of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

COUNT IV
COMMON LAW FRAUD
(On Behalf of the Nationwide and State Classes)

179. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

180. Defendants made material omissions concerning a presently existing or past fact. For example, Defendants did not fully and truthfully disclose to their customers the defective nature of the Class Vehicles' body seam seals, which was not readily discoverable until after the Vehicles were purchased. As a result, Plaintiffs and the other Class members were fraudulently induced to lease and/or purchase the Class Vehicles with the said Sealant Defect and all of the resultant problems.

181. These omissions were made by Honda with knowledge of their falsity, and with the intent that Plaintiffs and Class members rely upon them.

182. Plaintiffs and Class members reasonably relied on these omissions, and suffered damages as a result.

COUNT V
BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING
(On Behalf of the State Classes)

183. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

184. Plaintiff Freeman brings this claim on behalf of himself and on behalf of the Florida Class against Defendants. Plaintiff Sullivan brings this claim on behalf of himself and on behalf of the New Jersey Class against Defendants. Plaintiffs Riker and

1 Ameti bring this claim on behalf of themselves and on behalf of the Washington Class
2 against Defendants.

3 185. Every contract in Florida, New Jersey, and Washington contains an
4 implied covenant of good faith and fair dealing. The implied covenant of good faith and
5 fair dealing is an independent duty and may be breached even if there is no breach of a
6 contract's express terms.

7 186. Defendants breached the covenant of good faith and fair dealing through
8 malicious conduct by, *inter alia*, failing to notify Plaintiffs and the Class members of
9 the Sealant Defect in the Class Vehicles, and failing to fully and properly repair this
10 defect.

11 187. Defendants acted in bad faith and/or with a malicious motive to deny
12 Plaintiffs and Class members some benefit of the bargain originally intended by the
13 parties, thereby causing them injuries in an amount to be determined at trial.

14 **COUNT VI**
15 **UNJUST ENRICHMENT**
16 **(On Behalf of the Nationwide and the States Classes)**

17 188. Plaintiffs and the Class incorporate by reference each preceding and
18 succeeding paragraph as though fully set forth at length herein. This count is pled in the
19 alternative to the contract-based claims.

20 189. Plaintiffs and the members of the Class conferred a benefit on Defendants.

21 190. Defendants had knowledge that this benefit was conferred upon them.

22 191. Defendants have been and continue to be unjustly enriched at the expense
23 of Plaintiffs, and their retention of this benefit under the circumstances would be
24 inequitable.

25 **COUNT VII**
26 **VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT, (“NJCFA”)**
27 **N.J. Stat. Ann. §§ 56:8-1, *et seq.***
28 **(By Plaintiff Sullivan on Behalf of the New Jersey Class)**

192. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as through fully set forth at length herein.

193. Plaintiff Sullivan brings this claim on behalf of himself and on behalf of the New Jersey Class against Defendants.

194. The New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1, *et seq.* (“NJCFA”) protects consumers against “any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise” N.J. Stat. Ann. § 56:8-2.

195. Plaintiff Sullivan and the New Jersey Class Members are consumers who purchased or leased Class Vehicles.

196. In the course of Honda’s business, it knowingly concealed, suppressed, and omitted the fact that the Class Vehicles suffer from the Sealant Defect and present a safety hazard because of materials, workmanship, design, and/or manufacturing defects. Further, Defendants employed unfair and deceptive trade practices by failing to provide repairs of the Sealant Defect or replacement of Class Vehicles at no cost to consumers. Honda’s conduct was done with the intent that Plaintiff Sullivan and the New Jersey Class Members rely upon that concealment, suppression, and omission when making their purchasing decisions.

197. The existence of the Sealant Defect is material because the Sealant Defect poses a serious and significant safety risk and impacts the reliability and safety of the Class Vehicles.

198. Honda has engaged in unfair and deceptive trade practices, including:

- a. representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have;
- b. representing that the Class Vehicles are of a particular standard and quality when they are not;

- 1 c. advertising the Class Vehicles with the intent to not sell them as advertised;
2 and
3 d. otherwise engaging in conduct likely to deceive.

4 199. Honda's actions as set forth above occurred in the conduct of trade or
5 commerce.

6 200. Honda's conduct caused Plaintiff Sullivan and the New Jersey Class
7 Members to suffer an ascertainable loss. Plaintiff Sullivan and the other New Jersey
8 Class Members purchased vehicles they otherwise would not have, overpaid for their
9 vehicles, did not receive the benefit of their bargain, and their vehicles suffered a
10 diminution in value. Plaintiff Sullivan and the New Jersey Class Members have also
11 incurred and will continue to incur costs for necessary repairs to their vehicles as a result
12 of the Defect.

13 201. Plaintiff Sullivan's and other New Jersey Class Members' damages are the
14 direct and foreseeable result of Defendants' unlawful conduct. Had the Sealant Defect
15 in the Class Vehicles been disclosed, consumers would not have purchased or would
16 have paid less for them and would have been spared the subsequent expenses described
17 herein.

18 202. Pursuant to N.J. Stat. Ann. § 56:8-20, the New Jersey Attorney General
19 will be served with a copy of this Complaint.

20 **COUNT VIII**
21 **VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT,**
22 **("WCPA")**
23 **Wash. Rev. Code §§ 19.86.010, *et seq.***
(By Plaintiffs Riker and Ameti on Behalf of the Washington Class)

24 203. Plaintiffs and the Class incorporate by reference each preceding and
25 succeeding paragraph as through fully set forth at length herein.

26 204. Plaintiffs Riker and Ameti bring this claim on behalf of themselves and on
27 behalf of the Washington Class against Defendants.
28

1 205. Plaintiffs Riker and Ameti and Washington Class Members are “persons”
2 within the meaning of the WCPA, Wash. Rev. Code § 19.86.010(1).

3 206. Defendants are “persons” within the meaning of the Washington
4 Consumer Protection Act (“WCPA”), Wash. Rev. Code § 19.86.010(1).

5 207. Defendants conduct “trade” and “commerce” within the meaning of the
6 WCPA, WRC § 19.86.010(2).

7 208. Defendants’ actions are unfair and/or deceptive within the meaning of the
8 WCPA in that Defendants have engaged in deception, fraud, unfair practices, and
9 concealment by the conduct, statements, and omissions described above, and by
10 knowingly and intentionally concealing from Plaintiffs Riker and Ameti and the
11 Washington Class Members that the Class Vehicles suffer from the Sealant Defect and
12 present a safety hazard because of materials, workmanship, design, and/or
13 manufacturing defects. Further, Defendants employed unfair and deceptive trade
14 practices by failing to provide repairs of the Sealant Defect or replacement of Class
15 Vehicles at no cost to consumers. Honda’s conduct was done with the intent that
16 Plaintiffs Riker and Ameti and the Washington Class Members rely upon that
17 concealment, suppression, and omission when making their purchasing decisions.

18 209. Defendants’ unfair or deceptive acts or practices have occurred in their
19 trade or business, and Defendants were and are capable of deceiving a substantial
20 portion of the public.

21 210. Honda’s conduct caused Plaintiffs Riker and Ameti and the Washington
22 Class Members to suffer an ascertainable loss. Plaintiffs Riker and Ameti and the other
23 Washington Class Members purchased vehicles they otherwise would not have,
24 overpaid for their vehicles, did not receive the benefit of their bargain, and their vehicles
25 suffered a diminution in value. Plaintiffs Riker and Ameti and the Washington Class
26 Members have also incurred and will continue to incur costs for necessary repairs to
27 their vehicles as a result of the Defect.
28

211. Plaintiffs Riker and Ameti's and other Washington Class Members' damages are the direct and foreseeable result of Defendants' unlawful conduct. Had the Sealant Defect in the Class Vehicles been disclosed, consumers would not have purchased or would have paid less for them and would have been spared the subsequent expenses described herein.

212. Defendants' general course of conduct has an impact on the public interest, and the acts complained of herein are ongoing and/or have a substantial likelihood of being repeated.

213. As a direct and proximate result of Defendants' actions described above, Plaintiffs Riker and Ameti and the Washington Class Members have been injured in fact and suffered damages, and seek relief in the form of actual damages, treble damages, and reasonable attorneys' fees, pursuant to Wash. Rev. Code § 19.86.090.

COUNT IX
VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT
Md. Code Comm. Law §§ 13-301 *et seq.*
(By Plaintiff Hannah on Behalf of the Maryland Class)

214. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as through fully set forth at length herein.

215. Plaintiff Hannah brings this claim individually and on behalf of the Maryland Class against Defendants.

216. Honda is a person as defined by Md. Comm. Code § 13-101(h).

217. Honda's conduct as alleged herein related to "sales," "offers for sale," or "bailment" as defined by Md. Comm. Code § 13-101(i) and § 13-303.

218. Plaintiff Hannah and the Maryland Class members are "consumers" as defined by Md. Comm. Code § 13-101(c).

219. Defendants advertise, offer, or sell "consumer goods or "consumer services" as defined by Md. Comm. Code § 13-101(d).

220. Defendants advertised, offered, or sold goods or services in Maryland and engaged in trade or commerce directly or indirectly affecting the people of Maryland.

221. Defendants engaged in unfair and deceptive trade practices, in violation of Md. Comm. Code § 13-301, including:

- a. False or misleading oral or written representations that have the capacity, tendency, or effect of deceiving or misleading consumers;
- b. Representing that consumer goods or services have a characteristic that they do not have;
- c. Representing that consumer goods or services are of a particular standard, quality, or grade that they are not;
- d. Failing to state a material fact where the failure deceives or tends to deceive;
- e. Advertising or offering consumer goods or services without intent to sell, lease, or rent them as advertised or offer; and
- f. Deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with the promotion or sale of consumer goods or services of the subsequent performance with respect to an agreement, sale, lease, or rental.

222. Defendants engaged in these unfair and deceptive trade practices in connection with offering for sale or selling consumer goods or services in violation of Md. Comm. Code § 13-303.

223. Defendants' representations and omissions were material because they were likely to deceive reasonable consumers.

224. Defendants intended to mislead Plaintiff Murphy and the Maryland Class members and induce them to rely on their misrepresentations and omissions.

225. Defendants should have disclosed the Sealant Defect to Plaintiff Hannah and the Maryland Class because they were in a superior position to know the true facts

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1 related to the Sealant Defect, and Plaintiff Hannah and Maryland Class members could
2 not reasonably be expected to learn or discover the true facts related to this Sealant
3 Defect.

4 226. Defendants, by the conduct, statements, and omissions described above,
5 also knowingly and intentionally concealed from Plaintiff Hannah and the Maryland
6 Class members that Class Vehicles suffer from the Sealant Defect (and the costs, safety
7 risks, and diminished value of the Class Vehicles as a result of this problem).

8 227. These acts and practices have deceived Plaintiff Hannah and are likely to
9 deceive the public. Defendants, by the conduct, statements, and omissions described
10 above, and by knowingly and intentionally concealing from Plaintiff Hannah and the
11 Maryland Class members that the Class Vehicles suffer from the Sealant Defect (and
12 the costs, safety risks, and diminished value of the Class Vehicles as a result of this
13 problem), breached their duties to disclose these facts, violated the MCPA, and caused
14 injuries to Plaintiff Hannah and the Maryland Class members. The omissions and acts
15 of concealment by Defendants pertained to information that was material to Plaintiff
16 Hannah and Maryland Class members, as it would have been to all reasonable
17 consumers.

18 228. The injuries suffered by Plaintiff Hannah and the Maryland Class members
19 are greatly outweighed by any potential countervailing benefit to consumers or to
20 competition, nor are they injuries that Plaintiff Hannah and the Maryland Class
21 members should have reasonably avoided.

22 229. Defendants' conduct proximately caused injuries to Plaintiff Hannah and
23 other Maryland Class members. Had Plaintiff Hannah and the Class known about the
24 defective nature of the Class Vehicles, they would not have purchased the Class
25 Vehicles, would have paid less for them or would have avoided the extensive repair
26 costs associated therewith.

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28 ///

230. Plaintiff Hannah and the Maryland Class members seek all monetary and non-monetary relief allowed by law, including damages, disgorgement, injunctive relief, and attorneys' fees and costs.

COUNT X
VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW
(“UCL”)
Cal. Bus. & Prof. Code §§ 17200-17210
(By Plaintiff Angulo on Behalf of the California Class)

231. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as through fully set forth at length herein.

232. The UCL proscribes acts of unfair competition, including “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200. Honda’s conduct violates each of these prohibitions.

Unlawful Conduct

233. Honda’s conduct is unlawful, in violation of the UCL, because, as set forth herein, it violates the Song–Beverly Consumer Warranty Act and the CLRA.

Unfair Conduct

234. Honda’s conduct is unfair because it violated California public policy, legislatively declared in the Song–Beverly Consumer Warranty Act, which requires a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

235. Honda acted in an immoral, unethical, oppressive, and unscrupulous manner, in at least the following respects:

- a. Selling Plaintiff Angulo and California Class members defective Class Vehicles;

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- b. Failing to disclose the Sealant Defect despite the opportunity to do so in numerous locations that people in the market for a vehicle would be likely to encounter;
- c. Directing and furnishing replacement parts it knew would not adequately remedy the defect, and repairing defective parts with more defective parts and otherwise failing to adequately remedy the Sealant Defect during the warranty period;
- d. Refusing to repair or replace the Class Vehicles when the known Sealant Defect manifested outside the warranty period;
- e. Failing to exercise adequate quality control and due diligence over the Class Vehicles before placing them on the market; and
- f. Failing to acknowledge the scope and severity of the Sealant Defect, refusing to acknowledge the Class Vehicles are defective, and failing to provide adequate relief to Plaintiff Angulo and California Class members.

236. The gravity of the harm resulting from Honda's unfair conduct outweighs any potential utility of the conduct. The practice of selling defective Class Vehicles without providing an adequate remedy to cure the Sealant Defect harms the public at large and is part of a common and uniform course of wrongful conduct.

237. There are reasonably available alternatives that would further Honda's business interests of increasing sales and preventing false warranty claims. For example, Honda could have: (a) acknowledged the Sealant Defect and provided a permanent, effective fix for the Sealant Defect; and/or (b) disclosed the Sealant Defect prior to prospective consumers' purchases.

238. The harm from Honda's unfair conduct was not reasonably avoidable by consumers. The Class Vehicles all suffer from the Sealant Defect, and Honda has failed to disclose it. Plaintiff Angulo and California Class members did not know of, and had no reasonable means of discovering, the Sealant Defect.

///

Fraudulent Conduct

239. Honda's conduct is fraudulent in violation of the UCL. Honda's fraudulent acts include knowingly and intentionally concealing from Plaintiff Angulo and the California Class members the existence of the Sealant Defect and falsely marketing and misrepresenting the Class Vehicles as being functional and not possessing a defect that would render the power tailgates inoperable.

240. Honda's misrepresentations and omissions alleged herein caused Plaintiff Angulo and the California Class members to purchase or lease their Class Vehicles or pay more than they would have had Honda disclosed the Sealant Defect.

241. At all relevant times, Honda had a duty to disclose the Defect because it had superior and exclusive knowledge of the Defect, which affects the central functionality of the vehicle and creates a safety risk for drivers and passengers, and because Honda made partial representations about the reliability, quality, and safety of the Class Vehicles but failed to fully disclose the Sealant Defect.

242. Accordingly, Plaintiff Angulo and California Class members have suffered injury in fact, including lost money or property, as a result of Honda's unlawful, unfair, and fraudulent acts. Absent these acts, Plaintiff Angulo and California Class members would not have purchased or leased their Class Vehicles at the prices they paid or would not have purchased or leased them at all.

243. Plaintiff Angulo seeks appropriate relief under the UCL, including such orders as may be necessary: (a) to enjoin Honda from continuing its unlawful, unfair, and fraudulent acts or practices, and (b) to restore Plaintiff Angulo and California Class members any money Honda acquired by its unfair competition, including restitution. Plaintiff Angulo also seeks reasonable attorneys' fees and expenses under applicable law.

COUNT XI
VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES
ACT ("CLRA")
Cal. Civ. Code §§ 1750-1785

(By Plaintiff Angulo on Behalf of the California Class)

244. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as through fully set forth at length herein.

245. Plaintiff Angulo and the members of the California Class are “consumers” as defined under the CLRA. See Cal. Civ. Code § 1761(d).

246. Honda is a “person” as defined under the CLRA. See Cal. Civ. Code § 1761(c).

247. Class Vehicles are “goods” as defined under the CLRA. See Cal. Civ. Code § 1761(a).

248. The CLRA proscribes “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer.” Cal. Civ. Code § 1770(a).

249. Honda engaged in unfair and deceptive acts in violation of the CLRA by the practices described above and by knowingly and intentionally concealing from Plaintiff Angulo and the California Class members that the Class Vehicles suffer from the Sealant Defect (and the costs, risks, and diminished value of the Class Vehicles as a result of this Defect). Honda’s conduct violated at least the following enumerated CLRA provisions:

- a. Honda represented that the Class Vehicles have characteristics, uses, or benefits that they do not have, which is in violation of section 1770(a)(5);
- b. Honda represented that the Class Vehicles are of a particular standard, quality, or grade when, in fact, they are not, which is in violation of section 1770(a)(7);
- c. Honda advertises its Class Vehicles with the intent not to sell them as advertised, which is in violation of section 1770(a)(9);

d. Honda represents that its Class Vehicles have been supplied in accordance with a previous representation when they have not, which is in violation of section 1770(a)(16); and

e. Honda inserts an unconscionable provision into its warranty in violation of section 1770(a)(19).

250. Honda's unfair or deceptive acts or practices occurred repeatedly in its trade or business and were capable of deceiving a substantial portion of the purchasing public.

251. Honda knew, should have known, or was reckless in not knowing that the Class Vehicles were defective, would fail prematurely, and were not suitable for their intended use.

252. Honda was under a duty to Plaintiff Angulo and the California Class members to disclose the defective nature of the Class Vehicles and the Sealant Defect because:

a. Honda knew of but actively concealed the Sealant Defect from Plaintiff Angulo and the California Class;

b. Honda was in a superior and exclusive position to know the true facts about the Sealant Defect, which affects the central functionality of the vehicle and poses safety concerns, and Plaintiff Angulo and the California Class members could not reasonably have been expected to discover that the Class Vehicles contained the Sealant Defect until it manifested, which Honda knew; and

c. Honda made partial representations regarding the reliability, safety, and quality but suppressed material facts regarding the Sealant Defect.

253. The facts that Honda misrepresented to and concealed from Plaintiff Angulo and the other California Class members are material because a reasonable consumer would have considered them to be important in deciding whether to purchase their Class Vehicles or pay a lesser price for them.

1 254. The Sealant Defect poses a serious safety defect and affects the central
2 functionality of a vehicle because it renders the vehicle inoperable.

3 255. In failing to disclose the material Sealant Defect, Honda has knowingly
4 and intentionally concealed material facts in breach of its duty to disclose.

5 256. Plaintiff Angulo and the California Class have suffered injury in fact and
6 actual damages resulting from Honda's material misrepresentations and omissions,
7 including by paying an inflated purchase price for their Class Vehicles and incurring
8 additional out-of-pocket expenses to deal with the Sealant Defect. Had Plaintiff Angulo
9 and the California Class known about the defective nature of the Class Vehicles and the
10 Sealant Defect, they would not have purchased or leased their Class Vehicles or would
11 have paid less in doing so.

12 257. As a direct and proximate result of Honda's unfair and deceptive conduct,
13 Plaintiff Angulo and the California Class members have been harmed.

14 258. Pursuant to Cal. Civ. Code § 1782(a), Plaintiff Angulo sent a letter to
15 Honda notifying it of its CLRA violations and providing them with an opportunity to
16 correct their business practices. If Honda does not correct its business practices, Plaintiff
17 Angulo will amend (or seek leave to amend) the complaint to add claims for monetary
18 relief, including for actual, restitutionary, and punitive damages under the CLRA.

19 259. Pursuant to Cal. Civ. Code § 1780(a), Plaintiff Angulo, individually and
20 on behalf of the California Class, seeks injunctive relief for Honda's violation of the
21 CLRA.

22 260. Additionally, pursuant to Cal. Civ. Code §§ 1780 and 1781, Plaintiff
23 Angulo, individually and on behalf of the California Class, seeks compensatory and
24 punitive damages under the CLRA and to recover their attorneys' fees and costs.

25 261. Plaintiff Angulo's CLRA venue declaration is attached as an exhibit to this
26 complaint in accordance with Cal. Civ. Code § 1780(d).

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COUNT XII
VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT
FOR BREACH OF IMPLIED WARRANTY
Cal. Civ. Code §§ 1790-1795.8
(By Plaintiff Angulo on Behalf of the California Class)

262. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as through fully set forth at length herein.

263. Plaintiff Angulo and the California Class members who purchased or leased the Class Vehicles are “buyers” within the meaning of Cal. Civ. Code. § 1791(b).

264. The class vehicles are “consumer goods” within the meaning of Cal. Civ. Code § 1791(a).

265. Honda is a “manufacturer” of the Class Vehicles within the meaning of Cal. Civ. Code § 1791(j).

266. Honda impliedly warranted to Plaintiff Angulo and the California Class members that Class Vehicles were “merchantable” within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792.

267. Section 1791.1(a) provides that: “Implied warranty of merchantability” or “implied warranty that goods are merchantable” means that the consumer goods must meet each of the following:

- (1) Pass without objection in the trade under the contract description.
- (2) Are fit for the ordinary purposes for which such goods are used.
- (3) Are adequately contained, packaged, and labeled.
- (4) Conform to the promises or affirmations of fact made on the container or label.

268. The Sealant Defect in the Class Vehicles is present in them when sold and substantially certain to manifest. The Class Vehicles would not pass without objection in the automotive trade because the Defect causes the power tailgate to fail to operate

1 as intended. The Defect thus affects the central functionality of the power tailgate,
2 leading to thousands of dollars in repair expenses and inconvenient service calls.

3 269. Because the Sealant Defect prevents Class Members from accessing the
4 rear of the vehicle, the Class Vehicles are not fit for the ordinary purposes for which
5 such vehicles are used.

6 270. Class Vehicles are not adequately labeled because the labeling fails to
7 disclose the Sealant Defect and does not advise the California Class members of this
8 Sealant Defect.

9 271. Any attempt by Honda to disclaim its implied warranty obligations under
10 the Song-Beverly Act is ineffective due to its failure to adhere to Sections 1792.3 and
11 1792.4. Those sections of the Civil Code provide that, in order to validly disclaim the
12 implied warranty of merchantability, a manufacturer must “in simple and concise
13 language” state each of the following: “(1) The goods are being sold on an ‘as is’ or
14 ‘with all faults’ basis. (2) The entire risk as to the quality and performance of the goods
15 is with the buyer. (3) Should the goods prove defective following their purchase, the
16 buyer and not the manufacturer, distributor, or retailer assumes the entire cost of all
17 necessary servicing or repair.” Cal. Civ. Code § 1792.4(a). Honda’s attempted implied
18 warranty disclaimer does not conform to these requirements.

19 272. The Sealant Defect deprived Plaintiff Angulo and the California Class
20 members of the benefit of their bargain and resulted in Class Vehicles being worth less
21 than what Plaintiff Angulo and other California Class members paid.

22 273. As a direct and proximate result of Honda’s breach of its implied
23 warranties, Plaintiff Angulo and California Class members received goods that contain
24 a defect that substantially impairs their value. Plaintiff Angulo and the California Class
25 members have been damaged by the diminished value of the vehicles, the vehicles’
26 malfunctioning, out-of-pocket costs incurred, and actual and potential increased
27 maintenance and repair costs.

28 ///

274. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff Angulo and California Class members are entitled to damages and other legal and equitable relief, including, *inter alia*, benefit-of-the-bargain damages, overpayment or diminution in value of their Class Vehicles, and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and members of the Classes, respectfully request that this Court:

- A. determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the Classes as defined above;
- B. appoint Plaintiffs as the representatives of the Class and their counsel as Class Counsel;
- C. award all actual, general, special, incidental, statutory, punitive, and consequential damages to which Plaintiffs and Class members are entitled;
- D. award pre-judgment and post-judgment interest on such monetary relief;
- E. grant appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Honda to repair, recall, and/or replace the Class Vehicles and to extend the applicable warranties to a reasonable period of time, or, at a minimum, to provide Plaintiffs and Class members with appropriate curative notice regarding the existence and cause of the manufacturing defect;
- F. award reasonable attorney's fees and costs; and
- G. grant such further relief that this Court deems appropriate.

Signatures below.

1
2 Dated: February 28, 2025

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14
15
16 **DEMAND FOR JURY TRIAL**

17 Plaintiffs hereby demand a jury trial for all claims so triable.

18
19 Dated: February 28, 2025

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